HIHI MISSION CONTEST

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE FOR A CHANCE WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE NEW YORK, NEW JERSEY, OR CONNECTICUT. YOU MUST ALSO SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

YOUR ENTRY IN THIS CONTEST MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF SPONSOR (DEFINED BELOW) AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

- 1) Contest Entry Period: The HiHi Mission Contest (the "Contest") entry period begins at approximately 12 PM Eastern Time ("ET") on December 21, 2023, and ends at 8 PM ET on January 8, 2024 (the "Contest Entry Period"). At approximately 12 PM ET on December 21, 2023, the beginning of the Contest Entry Period, @hi_hi_ will post to their Instagram Account ("CTA Post"). As soon as the CTA Post is issued, eligible participants may participate in the applicable Contest as provided herein.
- Eligibility: To be eligible to enter the Contest, entrants must, at the time of entry, meet all of the following requirements: (i) be a legal resident of New York, New Jersey, or Connecticut ("Territory"); (ii) be 18 years of age or older and the age of majority in entrant's jurisdiction; (iii) be a registered user of Instagram (each a "Participant(s)"). If you are not already a registered user of Instagram, the platform is free to join. Amazon.com, Inc. and Amazon Content Services LLC and their affiliates, respective officers, directors, employees, successors, assigns and agents (collectively, "Amazon") and any other company involved in the presentation, administration or fulfillment of the Contest, and their respective subsidiaries, affiliated companies, and divisions (collectively, the "Contest Entities") and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Contest. Void outside the Territory and where prohibited or restricted by law.
- **Sponsor:** The Sponsor and Administrator of the Contest is Verb, LLC, 691 Mill Street, Unit 206, Los Angeles, CA 90021

4) **How To Participate in the Contest:**

This is a multi-phase Contest in which participants will be selected from their submitted videos to complete a defined mission.

Phase 1: Follow and Video Submission

After the CTA Post is made, during the Contest Entry Period, to participate, complete each of the following steps:

Step 1: Follow @hi_hi_ on Instagram;

<u>Step 2</u>: Film a video of yourself ("Video Submission") answering each of the following questions:

- i) Which city and state do you live in?
- ii) Are you over the age of 18?
- iii) How far would you go for the life you always dreamed of?
- iv) What is the biggest risk you have ever taken?
- v) What's something you'd do only if you'd never get caught?

Your Video Submission must be no more than 90 seconds long.

<u>Step 3</u>: Submit your Video Submission. There are two ways to submit your Video Submission. Either:

- i) Direct message your Video Submission to @hi_hi_ on Instagram; or
- ii) Post your Video Submission on your Instagram. Your Instagram account (as applicable) must remain public for the duration of the Contest Entry Period in order to be eligible for entry in the Contest. When you post the Video Submission, the caption must include the hashtags #hihilife and #contest, and tag @hi hi .("Participation Action").

Purported Video Submissions that are incorrect or incomplete, do not answer all applicable questions, received outside the Contest Entry Period, or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Video Submission. Due to the way Instagram operate their services, Sponsor may not be able to view or record purported Video Submissions, receive or send communications, or otherwise detect participation from or interact with potential Participants. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Video Submission post must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Video

Submissions (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

Video Submissions must: (a) be the original work product of Participant; (b) be solely owned by Participant and with no other person or entity having any right or interest in it; and (c) not violate any third-party rights including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights, of any other person or entity. Participant shall not directly or indirectly include any trademark, logo, or intellectual property in his/her Video Submission in any way unless owned exclusively by Participant. If someone other than the Participant has taken, captured or created the content contained within the Video Submission, Participant must have prior written permission from such person to submit such content as part of the Video Submission, and Participant must be able to obtain a signed release from such person and provide such release to Sponsor upon the request of Sponsor, in Sponsor's sole discretion. By submitting a Video Submission, Entrant represents his or her compliance with these terms.

Phase 2: Mission Recruits Selection

At the end of the Contest Entry Period, Video Submissions that comply with these Official Rules will be evaluated by the Sponsor. All eligible entries received during the Contest Period will be evaluated by a panel of qualified judges selected by Sponsor who will evaluate each Video Submission based on the following judging criteria:

• Creativity: 40%

Defined as sharing a fun, descriptive reason about why you should be selected

• Effort: 30%

Defined as creating high-quality video that clearly responds to the questions

• Enthusiasm: 30%

Defined as displaying a passion about joining HiHi

The ten (10) Video Submissions with the highest scores will be deemed the potential recruits ("Recruits"). In the event of a tie, the Participant with the highest Creativity score will be deemed the potential Recruit. Sponsor may identify backup participants to remain on standby should any of the Recruits not be able to fulfill their obligations.

The potential Recruits will be contacted by Sponsor using the contact information provided as part of the entry process. Potential Recruits are subject to verification by Sponsor will be required to complete, sign, and return to Sponsor for its receipt within 24 hours of contact an Affidavit of Eligibility and a Publicity/Liability Release. Without limitation such documents will require Potential Recruits to agree to Sponsor's use of their Video Submission, name, and likeness, including without limitation footage of the Recruit's participation in the applicable Mission (defined below), in advertising and marketing materials. If any required documents are not timely received by Sponsor, or if any message or mail intended for a potential Recruit is returned as undeliverable, then the Participant may be disqualified and Sponsor may select the Participant with the next highest score as the potential Recruit. Odds of being selected as a potential Recruit depend on the number of eligible entries received during the Contest Entry Period.

Phase 3: The Missions

During the period of January 13 to January 31, 2024, the Recruits will be able to participate in a mission ("Mission") at a specific time and location as determined by Sponsor in its sole discretion. The Recruits will be randomly divided into five (5) separate pairs. The details of the application Mission will be communicated to the Recruits in advance of the Mission date. Each Mission shall take place at a culture event in New York City. Sponsor will provide Recruits with travel arrangements to and from the Mission location(s). The Missions shall each take approximately 2-5 hours to complete, not accounting for travel time. Recruits that successfully complete the applicable Mission shall be deemed winners ("Winner") and shall be awarded a Prize (defined below).

- 5) **Prizes:** There are ten (10) prize packages available to be awarded to a Winner (one (1) for each Recruit that successfully completes the applicable Mission ("Prize"). Prize packages will include a combination of these five (5) Prize types available.
 - Luxury Brand Shopping Experience (ARV: \$2,500)
 - Spa Experience (ARV: \$1,300)
 - Luxury Dining Experience (ARV: \$1,100)
 - Helicopter Ride (ARV: \$700)
 - Adventure Climbing Experience (ARV: \$400)

The specific Prize type awarded to each Winner is subject to Sponsor's sole discretion. All federal, state, and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the Winner(s). No more than the stated number of Prizes will be awarded. Prize is non-transferable and may not be substituted or redeemed for cash by Winner(s). Sponsor reserves the right to substitute any Prize for one of comparable or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. Actual retail value of the Prize may vary, including variations based on the Participants' location. Gift cards are subject to their own separate terms and conditions. **Total ARV of all Prizes available in this Contest: \$30,000.**

Participants selected as Winners are limited to one (1) Prize package per person, per Instagram account, and per delivery address in connection with the Contest. Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. AS SET FORTH ABOVE, YOU MUST RESIDE IN IN THE TERRITORY IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS CONTEST AND WIN A PRIZE. Prize(s) will be awarded and delivered only to addresses within the United States and within the specific Territory. Winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s) and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the Winners.

Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the Prize will not be delivered and no additional compensation will be provided.

General Rules / Limitations of Liability: This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By participating in the Contest, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Contest constitutes permission for the Sponsor, Amazon and their designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including a Participant list to be used by Amazon and its partners to re-target participants via email, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor and the other Contest Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Instagram platform or any combination thereof; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest; or (f) any other claims related to participation in the Contest, including without limitation any claims of intellectual property infringement, violation of any rights of privacy or publicity or any personal injury or property damage. The Sponsor and other Contest Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Contest; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the social media platforms that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Contest in whole or in part. In the event Sponsor experiences a technical failure during admission of the Contest that causes the Contest to be suspended, Sponsor shall select the Recruits based on the above-listed criteria from all valid entries received up to the point of the technical failure.

Sponsor may reject any entry in its sole discretion if the entry in whole or in part: contains any illegal or offensive activity, or is obscene, defamatory, likely to incite violence or illegal; includes any material in violation of any third-party's rights; contains material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating or mutilating of animals, discriminatory (based upon race, sex, religion, natural origin, physical disability, sexual orientation or age); is threatening, profane or harassing; portrays Sponsor or any person or entity negatively; violates any third-party rights including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights, of any other person or entity; includes directly or indirectly any trademark, logo, or intellectual property in any way unless owned exclusively by Participant, and/or which is otherwise deemed to be inappropriate or demeaning in Sponsor's sole discretion. Video Submission must not attempt to duplicate any other entry or third-party works. Notwithstanding, Sponsor reserves the right in its sole discretion to disqualify any Video Submission that is a duplicate or substantially similar to another entry and Sponsor may, in its sole discretion, disqualify any entry that violates these parameters and/or any other part of Official Rules.

By submitting an entry, Participant hereby grants to Sponsor and the Contest Entities, and any and all of their affiliates, successors, assignees, and/or licensees, the non-exclusive, fully paid, worldwide license to use, publicly perform, stream, modify, display and disseminate the entry, including the Video Submission, in perpetuity. For clarity, Sponsor and the Contest Entities may change or modify the Video Submission as they see fit.

TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE CONTEST, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS AMAZON, THE SPONSOR AND OTHER CONTEST ENTITIES, AND INSTAGRAM 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: PARTICIPATING IN ANY ASPECT OF THE CONTEST; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR CONTEST-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POST OR OTHER ANNOUNCEMENTS RELATING TO THE CONTEST. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER CONTEST ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).

BY ENTERING THE CONTEST, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS

AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Amazon.com Inc. and Amazon Content Services LLC and their affiliates, respective officers, directors, employees, successors, assigns and agents are included in the definition of "Contest Entities" and are therefore released parties. Without limiting any other provision in these Official Rules, the Contest Entities are not responsible or liable to any Participant or Winner (or any person claiming through such Participant or Winner) for failure to supply the prize or any part thereof in the event that any of the Contest activities or Contest Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Contest Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE CONTEST ENTITIES. SECTION 1542 READS AS FOLLOWS: "CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Contest via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless

carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Contest. Check your mobile device's capabilities for specific instructions.

- 7) **Privacy Policy:** By entering the Contest, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Amazon's privacy policy available at https://www.amazon.com/gp/help/customer/display.html?nodeId=GX7NJQ4ZB8MHFRNJ
- **9) BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:** Except where prohibited by law, as a condition of participating in this Contest, each Participant agrees as follows:

Binding Arbitration Agreement. Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Contest, including but not limited to Prize awarded, shall be resolved through final, binding arbitration. Participant specifically agrees that, except as otherwise provided herein, entry into the Contest waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards https://www.jamsadr.com/consumer-minimum-standards/. If JAMS' criteria are met by the nature of the dispute, the Participant agrees that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures https://www.jamsadr.com/rules-streamlined-arbitration/. Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if Participant is unable to pay JAMS' costs, Sponsor will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will do, to be selected by agreement of the parties.

Neither Participant nor Sponsor shall be permitted to obtain awards, and all parties hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply

to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of your relationship with us.

Excluded Disputes. Notwithstanding the binding arbitration requirement set forth in this section, Participant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver. To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

One-Year Time Limit to Raise Disputes or Claims. You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Contest, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. BOTH PARTICIPANT AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Location of Arbitration. Participant may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where Participant resides, unless each party to the arbitration agrees otherwise, or at another mutually agreed upon location.

8) Governing Law: These Official Rules and any disputes between us shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law

rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

- 9) Severability: If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.
- **10**) **Winners List:** For a winners' list, no later than 60 days after the close of the Contest, mail your request together with a self-addressed stamped envelope to Hi Hi Mission Contest Winner's List to Sponsor at the address noted in Section 3 above.
- 11) Questions? If you have any questions, you may contact us at Mission@Hihi.Services.