

NICE AF VIDEO CONTEST

OFFICIAL RULES

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

1. **Eligibility:** The Building Healthy Online Communities' Nice AF Video Sweepstakes ("Sweepstakes") is open only to legal residents of the United States (i.e., fifty states and District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees and contractors of San Francisco AIDS Foundation, as well as the immediate family and household members of each such employees and contractors, are not eligible to participate in the Sweepstakes. Videos should be between 30 and 90 seconds.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** San Francisco AIDS Foundation, 1035 Market Street, Suite 400, San Francisco, CA 94103

3. **Timing:** Contest submissions will be accepted until May 26, 2020. The Sweepstakes begins on May 28, 2020, at 12:01 a.m. Pacific Time ("PT") and ends on July 2, 2020, at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. **How to Enter:** The way to register for the Sweepstakes during the Promotion Period is to submit a video through the form on NiceAF.org/submit/

Use of Data: Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.sfaf.org/privacy-policy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

5. **Prize Drawing:** Sponsor (or Sponsor's Agent) will select, after the conclusion of the Promotion Period, the potential Sweepstakes winner from eligible entries among the five most-voted videos received during the Promotion Period. A winner will be chosen based on the message that best embodies being NiceAF, cohesive storytelling, and total number of votes. Incorporation of humor and creativity encouraged, but not a requirement of winning. The potential winner will be notified by mail, email or phone. Each potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize of

\$300 USD. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, he/she forfeits the prize. Each potential winner must continue to comply with all terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held for any prize after which that prize will remain un-awarded.

6. **Prize:** Will be announced by July 17, 2020

Only one prize will be awarded. Winner must accept delivery of any prize or prize certificate by July 27, 2020, or the prize will be forfeited. The availability of trips or services may be limited by black-out dates or time restrictions. If the winner is ineligible for any reason, prize will be forfeited. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

7. **Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor and its 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, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Northern California, or the appropriate California State Court in San Francisco County, provided however, claims for bodily injury, personal injury, or property damage arising out of the redemption of the Prize must be submitted to the jurisdiction and venue of the federal and state courts of the State of California, and construed and enforced in accordance with the laws of the State of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, 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.

12. Winner: Winner will be posted on NiceAF.org on July 17, 2020.