

StIvesNatGeo' Contest

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

CONTEST DESCRIPTION: The “StIvesNatGeoContest” (the “Contest”) begins on or about July 24th 12:00 p.m. Eastern Time (“ET”) and ends on August 31st, 2019 at 11:59PM EST(the “Contest Period”). During the Contest Period, entrants will have the opportunity to upload a personal photograph (collectively, a “Submission(s)”) that best demonstrates participants taking some time out in nature, this is what we mean by “Nature Reset”. From the Submissions received, up to 5 (five) winners (the “Grand Prize Winners” or solely the “Winners”) will be selected, as more fully set forth below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of National Geographic Partners, LLC, 1145 17th Street NW, Washington, DC, 20036, (“Promoter”) which shall be final and binding in all respects. The Contest is fully organized and arranged by the Promoter but the Grand Prize is offered by Unilever, Conopco dba Unilever of 700 Sylvan Avenue, Englewood Cliffs, NJ 07632 (the “Sponsor”).

ELIGIBILITY: The Contest is open only to USA residents entrants only who are 16 years of age or older at the time of entry. For the avoidance of every doubt residents of Cuba, Iran, North Korea, Sudan, Syria and countries currently subject to United States embargo or on the United States list of state sponsors of terrorism are not eligible to participate. For a current list of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism, go to http://pmdtcc.state.gov/embargoed_countries/index.html. Officers, directors and employees of Promoter and/or Sponsor, and their parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and Contest agencies (all such individuals and entities referred to collectively as the “Contest Entities”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited. No businesses or non-profit organizations are permitted to enter the Contest or win a prize.

HOW TO ENTER: To participate in the Contest, you must have an Instagram account. During the Contest Period, upload your own personal favorite picture that best demonstrates you taking some time out in the nature. Upload your Submission to your Instagram account with ALL the following hashtags and account tags **#StIvesNatGeoContest; #NatureReset; @StIvesSkin; @NatGeoAdventure**(the “Hashtags” and “Accounts”). Once you upload your Submission to your Instagram account using the Hashtags, you receive one (1) Submission into the Contest. Your Submission must include the all Hashtags and Accounts in order to be eligible. Your Instagram account must be set to permit public viewing of your photos in order for Promoter to receive your Submission. By using the Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Promoter has the right to stream your post through the Instagram API or otherwise use your post as set forth in its online Terms of Use, located at <http://www.nationalgeographic.com/community/terms/>. The Submission must meet the following “Submission Requirements”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission; (iii) the entrant must be captured into the picture submitted and (iv) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable. Any entry featuring a Submission that, in Promoter's good faith judgment, violates the Submission Requirements will be disqualified. All

Submissions must be received by the end of the Contest Period. The website's database clock will be the official time keeper for this Contest. Proof of entering information on the website is not considered proof of delivery to or receipt by Promoter of such entry. All personally identifiable information collected in connection with the Contest will be used by Promoter in accordance with its online privacy policy, located at <http://www.nationalgeographic.com/community/privacy/>. Any communication or information transmitted to Promoter and/or by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Promoter may engage a third party platform or application provider (for ease of reference, a "**Third Party Application Provider**") to administer certain aspects of the Contest, including without limitation, the online collection of entry information. Such Third Party Application Provider will provide your personally identifiable information to Promoter, who will use such information in accordance with its privacy policy as set forth above. Third Party Application Providers may also use your information for their own independent purposes in accordance with their own independent privacy practices. Promoter is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Promoter is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on <http://www.nationalgeographic.com/community/terms/> which Terms of Use policy shall remain in full force and effect, if Promoter is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be removed from the Website and/or disqualified from the Contest, as Promoter may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Promoter determines, in its sole and absolute discretion that such entrant's Submission has been or can be sufficiently cleared for legal purposes.

WINNER SELECTION AND NOTIFICATION: On or about August 31st, 2019, a panel of judges selected by Promoter (the "**Judging Panel**") will select up to five (5) Winners from all eligible Submissions received during the Contest Period based upon the following criteria: Execution of Theme (e.g., best demonstrating "Your Nature Reset") (30%), Creativity & Originality(30%), Photographic Quality (40%) (collectively, the "**Judging Criteria**"). Each Winner Submission will be uploaded to Promoter's Instagram account (the "**@natgeo Instagram Account**") where it will be made available for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Any entrant offering or using, or attempting to use a "cheat," payment, or other incentive, or any other means to obtain votes will be disqualified and any votes earned by those means will be void in Promoter's sole discretion. The Grand Prize Winners will be announced on the @natgeo Instagram Account on September 1st, 2019 and notified by using the contact information provided at the time of entry. Promoter shall have no liability for any Grand Prize Winner notification that is lost, intercepted or not received by the potential Grand Prize Winner for any reason. If a potential Grand Prize Winner does not respond within the time required by Promoter, or if the notification is returned as unclaimed or undeliverable to any potential Grand Prize Winner, such potential Grand Prize Winner will forfeit his or her potential prize and an alternate Grand Prize Winner may be selected. If any potential Grand Prize Winner is found to be ineligible or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Grand Prize Winner will be disqualified and the next highest scoring Submission may be selected.

PRIZE: One (1) Grand Prize is available for each of the Grand Prize Winners. Subject to the timely return of all required documents as set forth below, the contestant who was chosen as the Winner will be

invited to receive the following prize (the “**Grand Prize**”): (1) Each Grand Prize Winner will receive an exclusive departure for 2 people (10 travellers in total plus some guests from the Sponsor) to “Winter in Yellowstone Photo Expedition”. Grand Prize Winners under the age of 18 must be accompanied by an adult. Mandatory departure date is set for February 23, 2020 and return is on February 28, 2020 (no alternative dates are available). The Grand Prize includes round-trip economy class air transportation from the major commercial airport nearest winner’s residence; air fares are included, some meals, daily activities, excursions and transfers included and additional restrictions, terms and details can be found at: <https://www.nationalgeographic.com/stivesnatgeocontest/> The approximate retail value (“**ARV**”) of the prize is Ten Thousand Dollars (\$11,500.50)

Actual value may vary depending on winner’s residence. No cash alternative or prize substitutions will be allowed, except Promoter reserves the right to substitute prize(s) of comparable value if the prize listed is unavailable for any reason. Prize may not be extended, transferred or refunded. Specific dates and times for travel shall be designated exclusively by the Promoter. Certain travel restrictions, conditions and limitations may apply. Any stated difference between the approximate value and actual value of the Grand Prize or any substituted prize will not be awarded. Winner must be able to travel on the specified dates. Winners not able to travel on those dates will forfeit prize package and an alternate Winner will be selected. Winner must have a valid passport and at least one (1) major credit card in good standing. Hotels may require a credit card or cash deposit upon check-in. All costs and expenses not specifically listed herein, including but not limited to, customs duties, gratuities, taxes, visas, travel insurance, immunizations and any other incidentals not mentioned herein are the sole responsibility of the Winner. Due to the location and nature of these trips, weather, government regulations or other operational issues may require changes to be made to your itinerary and/or the cancellation of some excursions. In the event that a prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Promoter’s prize obligation to a Winner and no additional compensation will be awarded. Dates of departure from and arrival back in the United States will depend on gateway selected and airline schedule. Winner will be required to sign and return a form agreeing to the conditions and release of liability and assumption of all risks before travel arrangements are confirmed. Odds of winning depend on the number of eligible entries received.

GENERAL PRIZE CONDITIONS: No cash alternative or substitution of prizes will be allowed, except Promoter reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Promoter in its sole discretion. Each Grand Prize Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Grand Prize Winner (as well as each member of a Grand Prize winning team) may be required to execute an Affidavit of Eligibility, a Liability Release, a Publicity Release (where imposing such condition is legal) and an Agreement/Acceptance Form certifying among other things that they have complied with these Official Rules and will create the Expedition Work Product and complete the Expedition in accordance with Promoter’s instructions (collectively, “**Prize Claim Documents**”). If any potential Grand Prize Winner (or member of a Grand Prize winning team) fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the Grand Prize Winner may be disqualified and an alternate winner may be selected.

Promoter makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND PROMOTER HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

CONDITIONS ON PARTICIPATION IN THE GRAND PRIZE. The Grand Prize to be awarded in this Contest may involve a trip that may involve circumstances or activities that are considered dangerous. As part of the Prize Claim Documents, the Grand Prize Winner will be required to sign additional release documentation acknowledging and accepting the actual or potential risk of death or injury that may result from completing the Grand Prize trip, and assuming all risks and releasing the Promoter from any and all liability of any kind. If the Grand Prize winner should, prior to or during the Grand Prize trip, commit any act which is antithetical to Promoter or its productions or which brings the Grand Prize winner or Promoter into public disrepute or scandal, or which shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on the Grand Prize winner or Promoter, Promoter may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein or otherwise available, withhold the Grand Prize grant and/or terminate the Grand Prize trip. Without limiting the generality of the foregoing, Grand Prize winner shall refrain from publicly making any disparaging or unfavorable comments about Promoter or its productions both during and after the Grand Prize trip. Further, during Grand Prize winner's Expedition and any Grand Prize-related activities, the Grand Prize winner may not (a) carry weapons of any kind (including, without limitation, firearms and knives); (b) use illegal drugs or prescription medication without a valid prescription; and/or (c) consume more than a reasonable amount (as determined by Promoter in its discretion) of alcoholic beverages.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Promoter, its successors and assigns, a non-exclusive, limited license (but not the obligation) to reproduce exploit and otherwise use the Submission solely in connection with the Contest and the marketing and promotion thereof, throughout the universe, in perpetuity, in any and all media, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Promoter shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission in connection with Promoter's permitted uses hereunder and each entrant irrevocably waives any and all so-called moral rights they may have therein. Any alterations shall be made in accordance with Promoter's ethical guidelines. Promoter shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Promoter shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements. By entering the Contest, each entrant acknowledges and agrees that their Submission may be featured on Promoter (and Promoter's assigns) social media and editorial websites.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Promoter and any entrant in or winner of the Contest, each entrant irrevocably grants the Contest Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, and any individual(s) participating therein, in any and all media in connection with the Website or the Contest or the marketing and promotion thereof and hereby release the Contest Entities from any liability with respect thereto.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Contest Entities and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Promoter assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Promoter is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Promoter reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Promoter reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Promoter reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Promoter's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Promoter is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Promoter's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Promoter shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Promoter will (if possible) select the Finalists and Grand Prize Winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Promoter. The invalidity or unenforceability of any provision of these 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 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.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Promoter for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do 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. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE: Promoter shall have no obligation (express or implied) to use any Submission or any materials or content created by the Grand Prize Winner during his or her Expedition (the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Promoter may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, Promoter reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Promoter cannot accurately predict the number of entrants who will participate in the Contest.

FURTHER DOCUMENTATION: If Promoter shall desire to secure additional assignments, releases from third parties appearing in the Submission, or other documents as Promoter may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Promoter's request therefor.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR PROMOTER IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this Contest, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Promoter’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Promoter; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Promoter exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Promoter agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Promoter will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Promoter shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

WINNER’S LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: National Geographic’s “Nature Reset Contest”, c/o Josh Raab, 1145 17th Street NW, Washington, DC 20036. All such requests must be received within six (6) weeks after the end of the Contest Period. These Official Rules will be posted on the website or Instagram Promoter official account during the Contest Period.

MISCELLANEOUS: This Contest is in no way sponsored, endorsed or administered by, or other associated with Instagram, Inc. You understand that you are providing your information to Promoter and not to Instagram.

© 2019 National Geographic Channel. All Rights Reserved.