



2022 YOUR VOICE CARRIES WEIGHT COMPETITION Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

2022 Your Voice Carries Weight Competition (the "Competition"), sponsored by The Creative Coalition ("Sponsor"), with the gracious support of Novo Nordisk, Inc. ("NNI"), starts on June 13, 2022 at 12:00 AM ET and ends on October 31, 2022 at 11:59 PM ET ("Competition Period").

ELIGIBILITY: Competition is open to legal residents of the fifty (50) United States and District of Columbia, who are 18 years of age or older. Employees of Sponsor, NNI, and their respective promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Competition is subject to all applicable federal, state and local laws. By participating, each entrant agrees to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Competition.

HOW TO ENTER: During the Competition Period, to enter, create a :30 or :60 public service announcement to motivate viewers to better understand obesity epidemic ("PSA"), then visit <https://thecreativecoalition.org/yvcw/> and follow the directions to complete the entry form and upload your PSA ("Entry"). All Entries must be received by October 31, 2022 at 11:59 PM ET. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. **Limit one (1) Entry per person for the entire Competition Period. Multiple Entries from any person will be void.** All entries become the property of Sponsor.

REQUIREMENTS OF ENTRIES:

ENTRY must include any appropriate cast and crew credits. ENTRY must comply with the community guidelines for the following social media platforms: Facebook, YouTube, Instagram. ENTRY must qualify for a TV-G rating as defined by the TV Parental Guidelines.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Entrant will be required to obtain the necessary releases using the

forms available at <https://thecreativecoalition.org/yvcw/>. Potential winners will be required to provide to Sponsor any such releases prior to being declared an official winner.

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about Sponsor, NNI, “Your Voice Carries WEIGHT”, or other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with which we wish to associate; and/or
- violates any law.

By submitting an Entry, you represent that your Entry conforms to these Official Rules and understand that Sponsor may disqualify your Entry for any reason, including if it determines that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content.

WINNER DETERMINATION: Following the conclusion of the Competition Period, all eligible Entries received will be judged by a panel of qualified judges based on the following weighted criteria: (1) concept/originality/creativity - 25%, (2) social benefit/effectiveness of messaging - 25%, (3) solutions-oriented call to action – 50% (the “Criteria”). The entries that receive the highest score will be deemed the potential winner. In the event of a tie for any prize, a tie-breaker judge will judge the tied Entries using the Criteria to determine the winner for that prize. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. All decisions of the Sponsor and judges are final and binding. Sponsor will not reveal the judging scores for any Entry.

WINNER NOTIFICATION: Potential winners will be notified by email and will be required to execute and return a Filmmaker Agreement within ten (10) days of date of issuance. If a potential winner does not respond to the initial notification within the time period stated in the email notification, does not return all required documentation within the time period stated, or if a prize

notification or prize is returned as undeliverable, or such potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, a runner-up will be notified.

USE OF WINNING ENTRIES: Winning Entries will be deemed a "work made for hire" under the United States Copyright Act and, at all stages of development, the Entry and any materials created, prepared and/or submitted in connection with the winning Entry shall be and remain the sole and exclusive property of Sponsor.

PUBLICITY GRANT: Acceptance of any prize shall constitute the winner's agreement and consent that Sponsor and its designees may use the winner's name, address (city and state), and likeness for contextual and promotional purposes in connection with the PSA and the Competition, in any and all media, now or hereafter devised, worldwide in perpetuity, without further notification, payment or consideration, except where prohibited by law, including incorporation of winner into any "Your Voice Carries WEIGHT" award publications.

PRIZES: First Prize: \$5,000 check. Second Prize: \$3,000 check. Third Prize: \$1,000 check. In addition to the prize stated herein, Sponsor has the right, but not the obligation, to use one or more of the winning Entries as a PSA. If used by Sponsor, Sponsor will add an end card and/or animation. Sponsor may edit, modify and /or create derivative works of the PSA as it sees fit and winners understand that they will have no say in any such changes made to their PSA or the final PSA ultimately used by Sponsor. All federal, state and local taxes are the sole responsibility of the winners. Winners may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. **Limit one (1) prize per person.**

PUBLICITY GRANT AND LICENSE/USE OF ALL ENTIES: By submitting an Entry, each entrant waives all moral rights in and to the Entry and grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, together with any other material, and the name, city and state of residence, image and/or likeness of entrant, in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Released Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other 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 Entry and/or each other in theme, idea, format or other respects, including other Entries submitted as part of the Competition. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does 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 entry. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of

Sponsor's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, 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 or in any way enjoin the production, distribution, exhibition or other exploitation of the Entry or any material based on or allegedly based on the Entry, and the 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.

GENERAL CONDITIONS: By participating, each entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, NNI, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Competition or any Competition-related activity or the acceptance, possession, use or misuse of any awarded prize.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries, email, or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the Competition, the processing or judging of Entries, the announcement of the prizes or in any Competition-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition. Released Parties are not responsible for injury or damage to any person's computer or other device related to or resulting from participating in this Competition or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Competition or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Competition be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Competition and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the winner determination procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules.

Further, in any such dispute, under no circumstances shall entrants be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees. Entrants further waive all rights to have damages multiplied or increased.

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 <https://thecreativecoalition.org/privacy-policy/>.

WINNERS LIST: To receive the first names, last initials, and states of residence of the winners, send an email to: PSAwinners@tcconline.org, by no later than thirty (30) days after the end of the Competition.

SPONSOR: The Creative Coalition is the premier nonprofit, nonpartisan 501(c)(3) social and public advocacy organization of the arts and entertainment community. Founded in 1989 by prominent members of the creative community, The Creative Coalition is dedicated to educating its members on issues of public importance. Address: 280 Park Avenue, 7th Floor, New York, NY 10010.