

**Essence Essential Heroes Awards™ Contest**

**Enter from May 14, 2020 to May 19, 2020**

**Public Voting (Nominees): June 4, 2020 to June 10, 2020**

**FINAL HONOREES ANNOUNCED: July 4, 2020**

**The Essence Essential Heroes Awards™ Contest  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**PROMOTION DESCRIPTION:** Enter the **Essential Heroes Awards™ Contest** (The “Contest”) from **May 14, 2020 to May 19, 2020**. Participants are invited to nominate an essential worker in their life to be highlighted on ESSENCE throughout the year. To enter, the participant **must submit a photo or video of their essential hero nominee (the “Nominee”) to their Instagram, Facebook, or Twitter, using the hashtag #MyEssentialHeroes, along with a story about the Nominee and why they mean the world to you (the “Entry”).** Each Entry must clearly reflect the entry criteria, as defined above. Phase 1 of the Contest will include a round of judging, with a maximum of fifty-five (55) Nominees selected according to the ‘Entry Requirement & Conditions’ below, not including Essence’s right to reserve up to fifteen (15) additional spots for Nominees from the general population. These Nominees will have their image and story featured on [www.essence.com/essentialheroes](http://www.essence.com/essentialheroes) and the public will have an opportunity to vote for the final Honorees from June 4 - June 10, 2020. The Nominees will be provided the opportunity to be featured on Essence Festival of Culture: The Virtual Edition™ (the “Event”), where the Fifty (50) award winners (the “Contestant Prize Winners”) will be announced, as further described herein.

By participating in the Promotion, each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decision of Essence Communications, Inc. (the “Sponsor”), which shall be final and binding in all respects.

**ELIGIBILITY:** The Promotion is open to legal residents of the 48 contiguous United States, including the District of Columbia, who are age 21 or older at the time of entry, and who operate a registered, licensed or incorporated business. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

**TIMING:** The entry period for the Promotion begins at 12:00:01 AM Eastern Time (“ET”) on **May 14, 2020** and ends at 11:59:59 PM ET on **May 19, 2020** (the “Entry Period”). The Sponsor’s computer is the official timekeeping device for this Promotion.

## **PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):**

**Grand Prize:** Based on their Entries and the public voting, Fifty (50) Contestant Prize Winners will receive an **Essential Heroes Awards™ Contest** prize package that will include:

- A physical, Essential Heroes award; and
- Recognition within the awards live show for the Event
- The total ARV is of the Contestant Prize is One Hundred Thousand Dollars (\$100.00)

**HOW TO ENTER:** During the Entry Period, participant must (i) upload a photo or video of their essential hero nominee to their Instagram, Facebook, or Twitter; (ii) upload a story about the Nominee and why they mean the world to you; and (iii) use the hashtag #MyEssentialHeroes on their Entry.

Sponsor may not receive Contest Entries from users with “protected” updates or profiles that are not public (i.e. user has set the Account so that only people the user has approved can view updates). Posts not received by the Sponsor will not be entered into the Promotion. Multiple participants are permitted to share the same email address or Account, provided they are submitting as one (1) Entry (e.g. as a nursing unit for a nearby hospital). Incomplete Contest Entries will not be accepted and are void.

**Limit: One (1) Contest Entry per Nominee and per Email Account. Each Contest Entry must include an original Video or Photo. Contest Entries submitted with a Photo or Video that has already been submitted will be disqualified.**

Please note: uploading a post alone will NOT result in an entry into the Contest. The specific hashtags must be used, and other entry requirements complied with. After a Contest Entry is submitted, it cannot be modified by an Entrant. Sponsor are not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entrants are subject to all notices posted online, including but not limited to the Sponsor’s Privacy Policy which can be found at <https://www.essence.com/privacy-policy/>.

**ENTRY REQUIREMENTS & CONDITIONS:** All Contest Entries must comply with the following minimum guidelines to be eligible:

- Nominee(s) should be the primary subject of the Entry. No other individuals may appear in the Entry.
- Entrant should be submitted must include the hashtags **#MyEssentialHeroes**
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Entry must be original, on which no image editing software has been used. Only original music can be used in videos. Do not use anyone else’s music or images.
- No duplicate Entries or substantially similar Entries, as determined by the Sponsor in their sole discretion, may be submitted.
- By submitting an Entry taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Entry from the photographer and/or videographer.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs or tobacco.

- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wish to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Entry cannot have been submitted previously in a promotion of any kind or won any previous awards.
- Entries that do not comply with these Guidelines will be disqualified.

By submitting a Contest Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use Entrant's Contest Entry, Photo, Video, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Each Entrant represents that any person appearing in the Entry also grants these rights to the Sponsor's and will confirm that upon request. The Sponsor's reserve the right in their sole and absolute discretion to alter, change, edit or modify any Contest Entry.

By submitting a Contest Entry, Entrant warrants and represents that: (a) Contest Entry, Photo and Video do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Entry; (c) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Entry was photographed/video recorded by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Contest Entry, or Entrant's conduct in creating the Contest Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

CONTEST ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**JUDGING & WINNER DETERMINATION:** On or around May 19, 2020, all eligible Entries received during the Entry Period will be judged by the Sponsor, who shall use the criteria set forth in the 'Entry Requirement & Conditions' above.

The **Fifty (50)** Contest Entries that receive the highest total scores based on the judging criteria will each be deemed Nominees and receive an invitation to take part in Phase 2 of the Contest, wherein we will enlist the public to vote for Thirty-Seven (37) Contest Prize Winners from that pool of Fifty (50) Contest Entries. Separate from the public voting, Essence reserves the right to select up to Thirteen (13) additional Contest Award Winners from the general population, which shall include eight (8) mothers on the front line, and five (5) essential service workers from the New Orleans, Louisiana area. In the unlikely event of a tie amongst the eligible Contest Entries, the tied Contest Entries will be judged by a separate panel of judges assigned by Sponsor.

The Phase 2 Online Voting Period will start at 3:00 p.m. EDT on June 4, 2020 and will end at 11:59 p.m. EDT on June 10, 2020. During the Online Voting Period, members of the public may view the Nominees' likeness/stories and may vote for the Nominees. One vote may be placed per email account per day. Voters will need to provide their names and email addresses. Any online votes placed, or suspected of being placed, by automated or fraudulent means will be voided.

**NOMINEE NOTIFICATION:** The Sponsor will attempt to notify potential Nominees on or before June 2, 2020, via an email sent to the address provided with the contest entry. Potential Contest Award Winners must sign affidavits of eligibility and releases, along with a parent or legal guardian consent form (if winner is under the legal age of majority in their state of residence), a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases") within 10 days of the email notification. Potential Contest Award Winners must be able to take part in Event marketing and production obligations as set by the Sponsor in the notice email. If a potential Contest Award Winner is unable to participate for any other reason, another potential Contest Award Winner will be selected from qualified entries, based on the next highest public voting score per the judging criteria.

If any notification or prize is returned as undeliverable, or if potential Contest Award Winner is found to be ineligible or not in compliance with these Official Rules, the Entrant will be disqualified, and another potential Contest Award Winner will be selected on the basis of the Judges' scoring of the Entries. The final Contest Award Winners will be determined after Sponsor have received the signed releases and other required information from the potential winners.

**PRIZE CONDITIONS: CONTEST AWARD WINNERS MUST BE ABLE TO PARTICIPATE IN PRODUCTION AND MARKETING OBLIGATIONS ON THE DATES SPECIFIED BY SPONSOR.** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

In the event any Nominee or Contest Award Winner engages in behavior that, as determined by the Sponsor in their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify the Nominee or Winner with no further obligation. In the event a Nominee, Winner or travel companion engages in behavior that (as determined by the Sponsor in their sole discretion) is illegal, tortious, or subjects any Nominee or Winner to arrest or detention, the Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Nominee, Winner or travel companion as a result of such conduct. **THE SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR RELATED TO**

**THE PRIZE OR ANY OTHER ASPECT OF ANY ENTRANT'S, NOMINEE'S, OR WINNER'S ACCEPTANCE OR USE OF THE PRIZE.** Nominees and Winner(s) are responsible for all federal, state, local and income taxes associated with winning prize, as applicable. Contestant Prize winner will be required to furnish his or her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

By accepting Contest Prize, each Contest Award Winner further agrees to release the Promotion Entities from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Sponsor, and release and hold the Sponsor, and its parent, subsidiaries and affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "Promotion Entities"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Entrants waive all rights to claim punitive, incidental and consequential damages. The Sponsor are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

No confidential relationship is established by any Entrant and the Sponsor as a result of participating in the Promotion. None of the information or materials submitted by the Entrant will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit a Contest Entry may be received, only the first complete Contest Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to Enter, including entries submitted with an alternate email address, Account, or identity will be disqualified. In the event of a dispute over the identity of an entrant, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant or the Account from which the entry is submitted. Authorized Account Holder means the natural person to whom the email address or Account is registered. Any entrant or potential winner may be required to show proof of being the authorized account holder to the Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.

The Promotion Entities, are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by the Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion.

By participating in the Promotion, each entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of the Sponsor which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in

disqualification from the Promotion. Sponsor reserves the right to: (i) permanently disqualify from any Promotion, any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion). If, for any reason, the Promotion is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, suspected fraud or tampering, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or the nature of the Prizes. Sponsor is not responsible if the Promotion cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the entry process or the operation of the Promotion. Sponsor reserves the right to disqualify any Entrant at any time during the Entry or other Promotion Period that may be found ineligible.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Kings County, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited

exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Kings County, New York. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Kings County, New York. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor’s Privacy Policy, which can be found at <https://www.essence.com/privacy-policy/>.

**SPONSOR:** Essence Festivals Productions, LLC., 34 35th Street, suite 5A Brooklyn, New York 11232.

**Void outside the US, in Alaska, Hawaii, Puerto Rico, and wherever else prohibited by law.**