

## **Live Más Fans Contest Official Rules**

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

**1. Eligibility:** Live Más Fans Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and who are enrolled in an FBS college or university at the time of entry. Employees of Taco Bell Corp., ESPN, Inc., HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children and their spouses) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Taco Bell Corp., 1 Glen Bell Way, Irvine, CA 92618. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. **Promoter:** ESPN Internet Ventures, 77 West 66<sup>th</sup> Street, New York, NY 10023.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest submission period begins on October 24, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on December 3, 2016 at 11:59 p.m. ET (the "Submission Period"), and consists of six (6) weekly contest periods (each a "Weekly Contest Period"). For the purposes of this Contest, each Weekly Contest Period begins at 12:00 a.m. ET each Monday and ends at 11:59:59 p.m. the following Sunday, with the exception of the last Weekly Contest Period that ends on a Saturday. Administrator's computer is the official time-keeping device for the Contest.

**5. How to Enter:** You must follow @ESPN or @ESPNCfb on Instagram or Twitter. During the Submission Period, upload one (1) photo to either Instagram or Twitter that displays your school spirit and represents your college football team, including both hashtags #LiveMasFans and #contest, or the hashtag #LiveMasFansContest, collectively referred to as your "Submission." In order for your Submission to be entered into the Contest, your Twitter or Instagram account (as applicable) must be public and thus viewable by the Sponsor and its agents. All terms and conditions of Twitter and Instagram apply. By uploading your Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

### Submission Guidelines:

- The Submission must be in a format acceptable on the applicable social channel;
- The Submission must contain both hashtags #LiveMasFans and #contest, or the hashtag #LiveMasFansContest; and
- Any text in the Submission must be in English.

### Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Contest;
- The Submission must not contain unauthorized use of brand names or trademarks of third parties other than the names and logos of the entrant's college or university;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload up to six (6) unique Submissions to Instagram and up to six (6) unique Submissions to Twitter during the Submission Period. Submissions received from any account or person using multiple accounts in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor and Promoter a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder of the email address associated with the Instagram or Twitter account used to enter will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

## **6. Winner Determination:**

A panel of judges determined by Sponsor in its sole discretion will review and score all eligible Submissions received based on the following criteria ("Judging Criteria"):

- Creativity/Originality (40%);
- Quality of Submission (20%); and
- Fit to Contest Theme (40%)

**Weekly Prizes:** For each Weekly Contest Period, the entrant with the highest-scoring Submission from among all eligible Submissions for the applicable Weekly Entry Period will be a potential winner of a Weekly Prize. Non-winning Weekly Contest Period entries will carry over into the subsequent Weekly Contest Period. In the event of a tie, the entrant whose Submission received the highest score for Fit to Contest Theme, as determined by the judges, in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to not select a Weekly Prize winner for any Weekly Contest Period, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

**Championship Prizes:** The five (5) entrants from the two (2) schools that are in the College Football National Championship game (the "Championship") with the highest-scoring Submissions from among all eligible Submissions for those schools will be the potential winners of the Championship Prizes. In the event of a tie, the entrant whose Submission received the highest score for Fit to Contest Theme, as determined by the judges, in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than ten (10) potential Championship Prize winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

**7. Winner Requirements:** Potential winners will be notified via Instagram or Twitter. Potential Championship Prize winners will be notified on or around January 3, 2017. Potential Weekly Prize winners will be notified approximately 3 business days following the conclusion of the applicable Weekly Contest Period. Except where prohibited, each potential Championship Prize winner (parent/legal guardian if a

minor in his/her state of residence) will also be required to sign and return a Declaration of Compliance, Liability and Publicity Release (“Declaration”), in order to claim his/her prize. Each potential Weekly Prize winner will be required to provide his/her mailing address (P.O. Boxes are not permitted), in order to claim his/her prize. Administrator must receive the Declaration from each Championship Prize winner within twenty-four (24) hours from the time notice or attempted notice is sent, and Administrator must receive requested information from each Weekly Prize winner within twenty-four (24) hours of the time notice or attempted notice is sent. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor’s sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Championship tickets will be at will call (student ID required to receive prize at will call). Weekly Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

Acceptance of any prize shall constitute and signify each winner’s agreement and consent that Sponsor and its designees may use the winner’s name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**8. Prizes:** TEN (10) CHAMPIONSHIP PRIZES (five (5) winners per school selected for the Championship): Each winning entrant will receive two (2) tickets to the Championship. Approximate Retail Value (“ARV”): \$900. SIX (6) WEEKLY PRIZES (one (1) awarded per Weekly Contest Period): \$100 Taco Bell gift card, terms and conditions apply. ARV: \$100. Total ARV of all prizes \$9,600.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all travel and other expenses related to attending the games, and for all taxes and fees associated with acceptance and/or use of the prize. Limit: One (1) Championship Prize and one (1) Weekly Prize per person.

**9. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor, Promoter, Twitter, Inc., Instagram LLC, Administrator and their respective parent companies, 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 Contest or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an

unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrant is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.tacobell.com/legal-notices/privacy-policy> and Promoter's Privacy Policy <https://disneyprivacycenter.com/>.

**14. Winner List:** For a winner list, visit <http://bit.ly/2doO4Ik>. The winner list will be posted after winner confirmation is complete.

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This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. The entrants are providing information to Sponsor and Administrator and not to Instagram or Twitter.