

OFFICIAL SWEEPSTAKES RULES

Last Updated: August 24, 2018

Creative Mobile Media, LLC ("**CMM**") will conduct all CMM contests and sweepstakes (each, a "**Contest**" or a "**Sweepstakes**") substantially as described in these rules. By entering or participating, each entrant or participant (each, an "**Entrant**") agrees to these official rules (the "**Official Rules**") and the decisions of CMM, which are final and binding in all respects.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. FOR MORE INFORMATION PLEASE CONTACT CMM AT WWW.CMTGroup.COM. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND D.C., AGE 18 OR OLDER (OR TO THE LIMITED TERRITORY(IES) OR CITY(IES) IN THE U.S. TO WHICH THE CONTEST APPLIES ACCORDING TO ITS SPECIFIC RULES). VOID WHERE PROHIBITED. NEW YORK LAW GOVERNS THIS SWEEPSTAKES.

1. ACCEPTANCE OF TERMS

By entering the Contest or Sweepstakes, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by CMM and by the decisions of CMM, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth by CMM, including all full compliance with these Official Rules. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider may apply.

2. ELIGIBILITY

Unless otherwise specified, all Contests and Sweepstakes are open only to persons who (i) are legal residents of the United States of America, with a valid Social Security number, who are eighteen (18) years of age or older as of the date of entry and who reside in the CMM operating area, and (ii) who have an active e-mail account and Internet access prior to the beginning of the Contest or Sweepstake. Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of CMM or its affiliated companies, parent companies, subsidiaries, participating promotional partners, CMM partners and their drivers, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Contest or Sweepstakes (collectively, the "**CMM Group Entities**") are not eligible to enter.

3. HOW TO ENTER

The Contest or Sweepstakes will begin and end at the times specified by CMM (the "**Contest or Sweepstakes Period**").

Entry methods for Contests and Sweepstakes will be specified by CMM and all entries must be received during the Contest or Sweepstakes Period. CMM's computer is the official timekeeping device for entry in the Sweepstakes. Entries must be submitted during the Contest or Sweepstakes Period. Multiple entries by e-mail will not be considered.

4. REQUIREMENTS

When submitting an entry to the Contest or Sweepstakes, Entrant is required to provide complete and truthful information. Entries are limited to one (1) entry per person unless otherwise stated. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest or Sweepstakes at CMM's sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. CMM will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "**Eligible Entries**." All entries are the property of CMM. Please note that CMM may not acknowledge or return any entries.

5. DISQUALIFICATIONS AND PROHIBITIONS

CMM reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Contest or Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner, CMM or the CMM Group Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Contest or Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST OR SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. CMM will disqualify entries that are, and will assume no responsibility for entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed,

misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest or Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Contest or Sweepstakes, or other errors appearing within the Official Rules or in the Contest or Sweepstakes related advertisements. CMM and the CMM Group Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Contest or Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including www.CMTgroup.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Contest or Sweepstakes. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CMM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. PRIZE

Contest and Sweepstakes prizes will be as specified by CMM (the "**Prize(s)**"). From time to time during the Contest or Sweepstakes, CMM may in its sole discretion award bonus Prizes to Entrants. If for any reason the Prizes, or any part of a Prize, is unavailable or a Prize or related event is delayed, cancelled or postponed, or for any other reason, CMM reserves the right to modify the Contest or Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of similar value. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner. CMM and the CMM Group Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. Winner agrees to comply with any additional terms and conditions applicable to any Contest or Sweepstake. The Prizes are provided "as is". Entrants acknowledge that CMM and the CMM Group Entities have neither made nor are they in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any implied warranty of merchantability of fitness for a particular purpose. Any prizes pictured in advertising and other Contest Sweepstakes materials are for

illustrative purposes only. The "Winner" of the Contest or Sweepstakes will be determined according to the method specified by CMM at CMM's sole and exclusive discretion. For Contests, CMM's appointee(s) will select the winner of the Prize by applying judging criteria specified by CMM, and the Winner will be selected based on such criteria. The decisions of such judging appointees will be final on all matters relating to the judging.

All federal, state, local taxes on prize value, if applicable, are the responsibility of the Winner. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the Prize, in whole or in part, is used). All Prize details (including the approximate total retail value of the Prize) will be determined by CMM in its discretion. An IRS form 1099 will be issued if required by law. The Prize will be awarded if properly claimed in accordance with the Official Rules. No substitution, cash redemption or transfer of the right to receive a Prize or the Prize itself, whether in whole or in part, is permitted, except if permitted with the prior written consent of CMM, which it may withhold in its sole discretion. CMM reserves the right to substitute a prize of equal or greater value in its sole discretion.

7. WINNER SELECTION

The "**Winner**" of the Contest or Sweepstakes will be determined according to the method specified by CMM at CMM's sole and exclusive discretion. CMM reserves the right to extend or modify the selection date in its sole discretion. The odds of winning will depend on the number of Eligible Entries received.

The Prize will be awarded to the authorized account holder of the email address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The Winner will be notified by email (at the email address provided with the entry) or by phone (at the phone number provided with the entry) within seven (7) days (or such other time specified by CMM) following the selection of the Winner, and will be required to confirm his/her email address and/or phone number. CMM and the CMM Group Entities reserve the right to make a public announcement, announcing the Winner on either the CMM and/or any CMM Group Entity's website or mobile application, or in any manner (including, without limitation, social media (e.g., Facebook, Twitter)), which it or they deem appropriate, and to use any photograph, video or other likeness submitted by Winner as part of the Contest or Sweepstake. If the Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within twenty four (24) (or such other time specified by CMM) from when the initial notification email is sent, the Winner forfeits the Prize, and an alternate Winner will be

selected. If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Prize, the Prize is forfeited and another alternate Winner will be selected. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a prize notification is returned as undeliverable, the Prize will be forfeited and an alternate Winner will be selected. By entering, each Entrant grants permission to CMM and its parent companies, affiliates, subsidiaries, agents and licensees to use the entrant's name, biographical information and likeness for purposes of advertising and trade and other commercial purposes, without further notice or compensation, in perpetuity, unless prohibited by law. CMM and the CMM Group reserve the right to make a public announcement, announcing the Winner on either the CMT Group website, or in any manner (including, without limitation, Facebook, Twitter and other social media sites), which they deem appropriate.

5. WINNER VERIFICATION

The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within seventy two (72) hours after being notified of being a potential Winner. The Winner (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by CMM (which may include an Affidavit of Eligibility, release of liability (except where prohibited), publicity release form, and a completed IRS W-9 form), if required, and the eligibility of the potential Winner has been verified. Forms must be received within seventy two (72) hours after notification of winning, unless otherwise provided in the rules of the Contest or Sweepstakes. If the Winner (or any alternate Winner) does not complete all forms requested or necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), CMM reserves the right to disqualify such Winner (or alternate Winner) without notice in which case Winner shall forfeit the Prize, and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen from among all the remaining Eligible Entries. If applicable, all guests in attendance with a Winner must also execute all applicable documents prior to any participation or such guest(s) will not be permitted to participate. Provided that the Winner is in compliance with the Official Rules, after having successfully proven eligibility the Winner will be officially confirmed. CMM expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, CMM reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

6. LIABILITY RELEASE AND INDEMNITY.

THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CMM OR ANY CMM GROUP ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CMM OR ANY CMM GROUP ENTITY BE LIABLE TO ENTRANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY,

PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE CONTEST OR SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CMM AND/OR OTHER CMM GROUP ENTITY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By entering the Contest or Sweepstakes, Entrant agrees to indemnify, defend, and hold harmless, CMM and any other CMM Group Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Contest or Sweepstakes, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Contest or Sweepstakes or acceptance and use of the Prize, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Contest or Sweepstakes, the Prize, or CMM's or any CMM Group Entity's advertising and marketing related to the Contest or Sweepstakes, the Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Contest or Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Contest or Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Contest or Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any Prize (including, without limitation, any travel or CMM trips or rides taken by Entrant in connection with using the Prize). Entrant assumes all liability for an injury or damage caused, or claimed to be caused, by participation in the Contest or Sweepstakes, or the acceptance, receipt, or use of the Prize or any Prize component. Entrant further agrees that in any cause of action, CMM and/or the CMM Group Entities' liability will be limited to the value of the Prize, and in no event shall the CMM Group Entities be liable for attorney's fees.

7. GRANT OF RIGHTS

Except where prohibited by law, by entering the Contest or Sweepstakes and/or winning the Prize, Entrant irrevocably grants permission to CMM and CMM Group Entities to use,

and consents to the use of, his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Prize, for all CMM's and CMM Group Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the CMM Group Entities putting his or her name on a winner's list.

8. GENERAL TERMS

CMM and the CMM Group Entities are not responsible if the Contest or Sweepstakes cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the CMM Group Entities. If, for any reason the Contest or Sweepstakes is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of CMM, which, in CMM's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest or Sweepstakes, CMM reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest or Sweepstakes or any part of the Contest or Sweepstakes. If the Contest or Sweepstakes or any part of the Contest or Sweepstakes is terminated or modified prior to the closing of the Contest or Sweepstakes, notice will be posted on the CMT Group website. CMM reserves the right to modify and amend these Official Rules from time to time during the Contest or Sweepstakes Period for clarification purposes.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CMM's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in CMM's sole and absolute discretion.

9. PRIVACY

All information submitted by Entrants and collected by CMM in connection with Entrant's entry will be subject to and will be treated in a manner consistent with CMT Group's web site

terms, conditions and policies as listed on its website (www.CMTgroup.com) (collectively, with the present terms and conditions and the CMM rules applicable to the Contest or Sweepstakes, "**Rules and Policies**"). By participating in the Contest or Sweepstakes, Entrant hereby agrees that CMM may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read and accepted the Policies. Among other things, the information Entrants provide may be used for sending Entrants updates and announcements about CMM and its products and/or services.

9. GOVERNING LAWS

All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and CMM in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the New York law without giving effect to any choice of law or conflict of laws rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

10. DISPUTES

By entering the Sweepstakes, each Entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, and each Entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Sweepstakes. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

11. ACCESSIBILITY OF OFFICIAL RULES

A copy of the Official Rules is available via www.CMTGroup.com. CMM reserves the right to provide the name of the Winner to those who request it. For the name of a Winner: (i) send a self-addressed, stamped envelope postmarked to Creative Mobile Media, LLC, 42-32 21st St, Long Island City, NY 11101, Attn: Contest or Sweepstakes Request for Information, and (ii) write the name of the Contest or Sweepstakes on the lower left hand corner of the envelope. All requests for the name of the Winner must be

received within thirty (30) days of the end of the Contest or Sweepstakes Period.

CMM Contests and Sweepstakes are sponsored and administered by Creative Mobile Media, LLC.