

## Oculus Medium Snowman Sculpting Contest

### OFFICIAL RULES

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CREATE A BINDING CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. Eligibility.** The Oculus Medium Snowman Sculpting Contest (the “**Contest**”) is open only to individuals who are legal residents and physically located in fifty (50) states in the United States (including the District of Columbia), United Kingdom, Canada (excluding Quebec), France, Germany, Netherlands, Poland or Japan and who are at least eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Facebook Technologies, LLC (“**Sponsor**”, “**us**” or “**we**”), its parent company, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the “**Contest Entities**”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By entering or participating in the Contest, entrants agree to be bound by these “**Official Rules**” and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.

**2. Entry Period.** The Contest begins on or about 12:00 p.m. Pacific Time (“**PT**”) on December 7, 2018 and all entries must be received by the Sponsor on or before 12:00 p.m. PT on January 7, 2019 (the “**Entry Period**”).

**3. How to Enter.** To enter the Contest, during the Entry Period, entrants will be asked to virtually sculpt a snowman utilizing Oculus Medium in the following two (2) categories (each a “**Category**”): (i) Simple decoration of a snowman; or (ii) advanced build a snowman object or scene, and submit three (3) screenshots and/or one (1) :20 (twenty second) video (the “**Submission**”), and link to the sculpt of entrant’s final snowman to [medium@oculus.com](mailto:medium@oculus.com). Entrants must utilize the base model available on the Oculus Medium newsfeed <https://www.oculus.com/medium/sculpts/135741063792936/> (“**Contest Website**”). The Submission must be made in Oculus Medium only and you may not use any external applications or tools. Screenshots must be taken with Oculus Medium photo tool and video must be taken with Oculus Medium video tool. No external applications or tools are permitted. Upon completing the Submission, email a link to the final Submission along with entrant’s name, email address, and title of entrant’s Submission prior to the conclusion of the Entry Period, to: [medium@oculus.com](mailto:medium@oculus.com). For purposes of this Contest, a Submission is a video and/or photograph file that follows the technical, creative, and legal requirements disclosed on the Contest Website and within in these Official Rules, including, without limitation, the Submission Content Guidelines (defined below).

Limit of one (1) entry per person, per Category (a limit of two (2) entries for the entire Contest). A Submission may, in Sponsor’s sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Contest Website and in these Official Rules. The database clock of Sponsor’s Contest Website will be the official timekeeper for the Contest. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and

absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means that subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

In the event of a dispute as to the identity of any entrant who submits an entry, the entry will be deemed submitted by the account holder of the email or other account (*e.g.*, Facebook) from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (*e.g.*, Yahoo). Winners (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

**4. Submission Content Guidelines.** Submissions that do not meet the following "**Content Guidelines**" are subject to disqualification and/or removal from the Contest Website (if applicable), each at Sponsor's sole and absolute discretion. Entrants must read and follow these Content Guidelines:

- Submissions must comply with these Official Rules and any Terms of Use posted on the Contest Website, and Submissions must meet all specifications or requirements on the Contest Website and other advertising for the Contest.
- Video submissions may be no longer than :20 (twenty seconds) in MP4 file format, and photo submissions must be in PNG or JPEG.
- During the Entry Period, Submissions cannot be displayed or distributed except by us and entrant must maintain all rights, without third party obligations, to transfer entrant's Submission to us if selected as a Winner.
- Except for materials that are in the public domain, each Submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (*i.e.*, disclosed beyond your immediate circle of friends and family) through any means previously.
- Except for materials in the public domain or any base sculpt, Submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights, and any use of materials that infringe third party rights is grounds for disqualification from the Contest and may subject entrant to liability. Do not copy a favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties, and do not incorporate the names, voices, likeness or personas of any party other than yourself unless entrant has obtained all rights necessary to permit entrant to use same in connection with the Submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, Trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

- Submissions should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.
- Submissions may only include original music created and performed solely by entrant (*i.e.*, songs must be composed, lyrics written and performed by entrant) or include music that we may provide to entrants to include in their Submission. Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.
- Entrants must not submit a Submission that, if selected, cannot be assigned to Sponsor as contemplated below.

**5. Intellectual Property.** Entrant, upon submission of his or her Submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants or any third party, except for the awarding of the prize to the Winners in this Contest. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the Submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in and to Submissions if selected as a Winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a Winner, Sponsor may request that the entrant's Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on the Contest Website or elsewhere are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Entity to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Entities' only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city/state/province), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

**6. Representations, Warranties and Indemnity.** By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and the use of the Submission and to verify compliance with the foregoing requirements. Entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on the Contest Website any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission, or any images, text and materials depicted therein, to any other third party. Further, entrant represents and warrants that Sponsor's use of any Submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.

**7. Determining the Winners.** After the conclusion of the Entry Period, each Submission will be reviewed by a team of judges (the "**Judges**") assembled by Sponsor, who will review and judge all eligible Submissions based on the following judging criteria (collectively, the "**Judging Criteria**"):

*30 points: design creativity and uniqueness;*

*30 points: interpretation and clarity of theme;*

*30 points: built as a standing object (i.e., can be 3d printed, can be imported into Home);*

*10 points: presentation quality.*

Based on the total score the Judges assign to each Submission using the Judging Criteria, one (1) winning Submission will be ultimately selected by the Judges for each Category, and each entrant who submitted a selected Submission will be potential "**Winner**", subject to confirmation that a potential Winner has met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie breaking Judge to apply the same Judging Criteria to break the tie and determine the Winners.

Sponsor may also recognize Submissions that were finalists (up to three (3)) through recognition on Oculus Medium social media platform(s) but this recognition has no retail value.

**8. Notification of Winners.** The potential Winner will be notified by mail, email and/or other method (as selected by Sponsor) on or about January 11, 2019, unless extended by Sponsor. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or other electronic message, one (1) day after sending via a delivery service or two (2) days after mailing. The potential Winner will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Parents or legal guardians of a Winner under the age of majority in his/her state/province of residence may be required to also sign the Prize Acceptance Documents in order for the Winner to be qualified to receive his/her prize.

Non-compliance shall result in disqualification and award of the prize to an alternate winner. If a potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines a prize for any reason prior to

award, such potential Winner may be disqualified and an alternate potential winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner.

**9. Prize and Values.** The prize to be awarded in this Contest to each Winner is a 3D print from the Oculus Medium team, with an ARV of: \$150.00 USD. Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with his/her prize(s), the Sponsor may in Sponsor's discretion, elect to provide Winners with the approximate value of such item in cash or to award an alternate prize of comparable or greater value. In the event a Winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or end other applicable experience(s) early. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state, local and/or provincial taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether prize(s), in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winners may be required to provide Sponsor with a valid U.S. social security number (if residing in the U.S.) for tax reporting purposes before the prize(s) will be awarded. If a Winner is residing in the U.S., an IRS Form 1099 may be issued in the name of Winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prizes will be forfeited. The total ARV of all of the prizes awarded in this Contest is one hundred fifty dollars (\$150.00) (USD).

**10. General Conditions.** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; 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 relation to or in connection with the Contest, including, without limitation, errors or difficulties that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, may be disqualified and all associated entries voided, all in Sponsor's sole judgment. Should any portion of the Contest 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, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winners from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. Release.** By participating in the Contest, entrant agrees to release, discharge and hold harmless the Contest Entities, and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrant's participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based

on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, entrant agrees that Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prize(s), including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prize(s) provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest.

**12. Publicity Release.** Subject to applicable law, Winners irrevocably grant the Released Parties and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize to the Winners.

**13. Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Contest due to an event or occurrence beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

**14. Governing Law / 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 Contest will be governed by and construed in accordance with the internal laws of the State of California, 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 CONTEST, 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 CONTEST, 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.

**15. Dispute Resolution.** The Sponsor and entrant each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in San Mateo County, California 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 is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. Except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest 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 San Mateo County, California. 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 San Mateo County, California. 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.

**16. No Obligation to Use.** Sponsor shall have no obligation (express or implied) to use or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**17. Dates & Deadlines/Anticipated Number of Contestants.** Because of the unique nature and scope of the Contest, Sponsor 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. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**18. Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign the same upon Sponsor's request therefor.

**19. Name of Contest Winners.** To receive the name of the Winner, send a stamped self-addressed envelope (before February 28, 2019) to: Oculus Medium Snowman Sculpting Contest Winner's List, c/o Legal Department, 1 Hacker Way, Menlo Park, California 94025.

**20. Identification of Sponsor.** This Contest is sponsored by: Facebook Technologies, LLC, 1 Hacker Way, Menlo Park, California 94025.

**21. Information Submitted.** As a condition of entering the Contest, entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest Winner's list.

**22. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents 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. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree 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 the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.