

#BreakFreeChallenge

CONTEST OFFICIAL RULES

2017

Participation in this Video Contest constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor'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.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ALL DECISIONS MADE BY CONTEST SPONSOR ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. OVERVIEW

- The #BreakFreeChallenge contest (the "Contest") is a video submission contest presented and administered by YULU International (the "Sponsor"). The Contest will include five (5) Video Prize winners.
- Throughout the Contest Period (as defined below), video Submissions (defined below) will be accepted via upload of a YouTube video URL to the Website and using the Judging Criteria (defined below), will be judged by the Judging Panel (defined below).

ELIGIBILITY: The Contest is open to Break Free users in the United States who: (i) at the time of entry, are at least 13 years of age or older; and (ii) have not purchased anything for the sole purpose of entering the Contest (collectively, the "Eligibility Criteria").

For purposes of this Contest, "Entrant" means the person who actually submits the Submission (as defined below) on behalf of himself/herself individually or with respect to participation of a minor (as defined in his or her state of residence), such individual shall clear his or her participation in the Contest and his or her understanding of these Official Rules with his or her parent or legal guardian(s) who shall also be the Entrant for such individual hereunder.

Employees of Sponsor, Sponsor's parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Contest Period, and their respective

immediate family members and persons living in their same household, are not eligible to participate in the Contest.

Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules"). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. TIMING:

The Contest begins at 12:00:01 a.m. PT on July 17th, 2017 and ends at 11:59:59 p.m. PT on September 30th, 2017 (the "Contest Period").

- All Submissions must be entered into the Contest during the Contest Period.
- All Submissions must be received by Sponsor as required herein prior to the expiration of the Contest Period.
- The Website (as defined below) database clock will be the official timekeeper of the Contest.

3. HOW TO ENTER:

Any Entrant may register for the Contest by visiting www.spycode.toys/contest (the "Website") during the Contest Period, and then navigating to the Contest registration page. At this page, required information will be asked for submission.

4. ENTRY REQUIREMENTS:

By entering a video (a "Submission"), the Entrant certifies, represents, and warrants that:

- (i) The Submission is Entrant's original video or audio visual content and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate any applicable law or regulation when used as contemplated in these Official Rules;
- (ii) The Submission has all rights and licenses necessary to grant to Sponsor the rights granted to the Submissions and Appearances (defined below) and
- (iii) conforms to the following Submission Guidelines and Restrictions:

Submission Guidelines:

- Upload to YouTube, and submit the link to the contest form on Sponsor's website.
- Must not contain poor visual and/or audio quality.
- Submission must be Entrant's original content.
- No duplicate Submissions will be accepted.

Submission Restriction:

- 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.

- Submission does not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical material) without written permission;
- Submission must not disparage the Sponsor or any other person or party affiliated with the Contest.
- Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
- Submission cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Submission cannot promote alcohol, illegal drugs or tobacco.
- Submission cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Submission cannot 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.
- Submission must not depict products or brands competitive with those of the Sponsors, as determined by the Sponsor in its sole discretion.
- Submission cannot depict illegal activity and cannot itself be in violation of any law.

Compliance with the foregoing requirements shall be determined by Sponsor in its sole discretion. Sponsor may, in its sole discretion, remove, discard and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant with these Official Rules.

These Official Rules govern Sponsor's (and its designee(s)) use of Entrant's name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information ("Appearances") as included in the Submission, to the extent that Entrant recognizably appears in the Submission, Entrant grants to the Sponsor (and its designee(s)) the right to use the Appearances within or in connection with the Submissions, in any and all media now known or hereafter created, including, but not limited to, SpyCode.toys and Spy Code official social media accounts, as necessary to exercise the rights granted in these Official Rules without attribution, compensation, additional compensation, notification, permission, or consent.

The Sponsor does not claim any ownership rights of Submission nor the Appearances including all intellectual property rights, rights of publicity or privacy and moral rights therein.

5. SELECTION OF WINNERS:

All eligible Submissions will be judged by Spy Code (the "Judging Panel").

On or about October 30th, 2017, the Judging Panel will determine one (1) Video Grand Prize Winner and four (4) runners-up (collectively, the “Winners”), using the Judging Criteria set forth below.

6. JUDGING CRITERIA:

- “Creativity + Originality” (50%) Think outside the box. We want to be surprised! Make us laugh! Or make us cry! Or make us ponder the existence of the galaxy and our place in it.
- “Cinematography” (50%) Demonstrates technical ability, such as camera use, cinematography and editing.

The Judging Panel will decide the Winners at their sole discretion. One (1) Grand Prize Winner and four (4) Runner-Up Winners will be determined.

THE DECISIONS OF THE JUDGING PANEL ARE FINAL AND BINDING AS TO ALL ENTRANTS.

7. NOTIFICATION AND VERIFICATION:

All Winners will be notified by September 30th, 2017 by 11:59:01 PM PT on Spy Code’s website (i.e. SpyCode.toys) or SpyCode’s social media pages (Facebook, Instagram, Twitter) or notified individually via email and may be required to sign, notarize and return, within ten (10) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 or W-BEN Form and where allowable, a Publicity Release (individually a “Release” and collectively, the “Releases”).

These Releases will require Winners to furnish his/her Social Security Number, or other tax identification information, for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate Winner with the next highest judging score may be notified. Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by the Sponsor, the Sponsor reserves the right to revoke a prize and disqualify the Submission.

Without limiting any other terms of these Official Rules, if a potential Winner cannot be contacted, is ineligible, and fails to claim a prize and/or where applicable a Release is not timely received, is incomplete or modified, the applicable prize may be forfeited and awarded to an alternate Winner.

In the event of a dispute regarding the identity of a prize Winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. “Authorized Account Holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. No automatically generated entries will be accepted.

8. PRIZES:

There is one (1) Grand Prize, one (1) Second Place Prize, one (1) Third Place Prize, one (1) Fourth Place Prize, and one (1) Fifth Place Prize.

9. ADDITIONAL PRIZE TERMS:

- Prizes are not assignable or transferable and may not be sold.
- Winners are responsible for all federal, state, local and income taxes associated with winning prize.
- Winners will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.
- By accepting a prize, each Winner further agrees to release the Sponsor from any and all liability, loss or damage of any kind arising out of or in connection with Winners' participation in this Contest, or with respect to the awarding, receipt, possession, use and/or misuse of any prize.
- No confidential relationship is established by any Entrant as a result of entering the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation.
- Potential Entrants do not receive by way of or under the Contest, any intellectual property or other rights in any copyrights, patents, trademarks, trade names, technology, trade secrets or know-how of the Sponsor or any third party.

The prizes are a single indivisible package; and any refusal of a Winner (or potential Winner as the case may be) to accept any terms or any portion of a prize package or any attempt to transfer, sell, fail to cooperate with, renounce, repudiate and/or refuse any part of a prize package may immediately disqualify the Winner (or potential Winner) from the Contest and/or cause such Winner (or potential winner) to forfeit all or any portion of the prize package in the Sponsor's sole discretion. In the event of disqualification of a Winner, Sponsor may select the Entrant with the next highest ranking as determined by the Judging Panel as the Winner.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

10. GRANT OF RIGHTS:

EACH ENTRANT WILL, JOINTLY AND SEVERALLY, INDEMNIFY AND HOLD HARMLESS (I.E., ENTRANT WILL BE FULLY LIABLE, INDIVIDUALLY, TO PAY ANY AND ALL DAMAGES) SPONSOR FROM ANY FEES, ROYALTIES, COSTS AND EXPENSES ARISING OUT OF ANY THIRD PARTY CLAIMS, LAWSUITS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, DAMAGES, LIABILITIES, ("CLAIMS") TO THE CONTRARY

AND ANY CLAIMS ARISING OUT OF OR RELATED TO ENTRANT'S SUBMISSION OR PARTICIPATION IN THE CONTEST OR THE SPONSOR'S EXERCISE OF THE RIGHTS GRANTED AND CONTEMPLATED HEREIN.

By entering the Contest and/or submitting any Submission, Entrant hereby grants to Sponsor and their respective licensees, successors and assigns a worldwide, exclusive (as set forth below), perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of the Sponsor's brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsor (the "Spy Code Materials"), including but not limited on and through third-party distribution channels selected by, but not affiliated with the Sponsor; you also grant Sponsor the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that YULU International nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following:

- a. Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by YULU International and/or third parties;
- b. PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., "point-of-sale" and "point-of-purchase" displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;
- c. Print Media: The display and other use of Other Materials in and in connection with all forms of print media, including, without limitation, catalogs, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;
- d. Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Works and Other Materials via all forms of out-of-home

advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);

e. Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television); and

f. Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Works and/or Other Materials not set forth above.

The Entrant may continue to post, submit, upload, archive, or otherwise keep the Submission up on any personal website and social media and networking web pages (e.g., YouTube, Facebook, Flickr and Vine).

Entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such music, images, video, audio, photos, text, or other material embedded within the Submission, or other people that recognizably appear in the Submission, (“Third Party Materials”).

Zing Global may request that Entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any Prizes.

11. GENERAL TERMS:

Sponsor or its designated representative has the right, but not the obligation, to monitor/screen Submissions and Entrant’s Contest account. By entering, Entrant acknowledges that Sponsor has no obligation to use or post any Submission or permit any Entrant to participate who enters a Submission that violates or is not eligible under these Official Rules. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof.

ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS – AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

- Proof of entering or making a Submission will not be deemed to be proof of receipt by Sponsor of entry.

- Any use of robotic, automatic, programmed or like entry methods will void all Submissions affected by such methods and be deemed tampering.
- Persons engaging in any of the foregoing activities may be disqualified.
- Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- By participating, Entrants agree to be bound by these Official Rules and the decisions of Sponsor and Judging Panel and waive any right to claim ambiguity in the Contest or these Official Rules. In addition, Entrants agree to receive news and offers from Sponsor, Administrator, and Sponsor's affiliates and promotional partners and supporters.
- Sponsor reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time.
- This Contest is governed by the laws of the State of Oregon. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Multnomah County, Oregon for the resolution of any disputes. By making a Submission, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

THE ENFORCEMENT AND INTERPRETATION OF THESE CONTEST RULES SHALL BE EXCLUSIVELY DETERMINED BY SPONSORS IN THEIR SOLE DISCRETION. ALL ENTRANTS AGREE TO BE BOUND BY ALL SUCH SPONSOR DETERMINATIONS AND ACKNOWLEDGE THAT SUCH DETERMINATIONS ARE FINAL AND NON-APPEALABLE.

12. PRIVACY POLICY:

Please read the Sponsor's privacy policy, located at www.spycode.toys/privacy-policy for more information about Sponsor's information collection and use practices.

13. WINNERS LIST/OFFICIAL RULES:

For a list of the prize Winners, which will be available seven (7) days after the announcement of the Winner, send a stamped, self-addressed envelope to YULU International Ltd., Room 2104, 21/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong within sixty (60) days of the last day of the Contest Period. For a copy of these Official Rules, send a legal-size, self-addressed,

stamped envelope to Contest Rules, YULU International I Ltd., Room 2104, 21/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong prior to the end of the Contest Period.

14. SPONSOR:

YULU International Ltd., Room 2104, 21/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong

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