Dance Daddy Move Momma 25K Scholarship Contest

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING.

Eligibility: Dance Daddy Move Momma 25K Scholarship Contest ("Contest") is open to legal residents of the (50) United States and the District of Columbia who are eighteen (18) years of age or older (or of the legal age of majority in their state of residence, whichever is older) as of date of entry for themselves, entry on behalf of a minor who is a legal resident of the U.S and D.C. Employees, officers, directors, agents and representatives of FKA Distributing Co., LLC d/b/a HMDX ("HMDX" or "Sponsor"), Woods Witt Dealy & Sons, Inc. ("Administrator"), their respective subsidiaries, affiliates, advertising/promotion/fulfillment agencies and anyone else connected with the production and distribution of this Contest (hereafter "Released Parties") and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in their same household, whether or not related, are not eligible to enter or win. Contest is void where prohibited by law. This Contest is in no way sponsored, endorsed, or administered by, or in association with, Instagram or Vine. By entering, you understand that you are providing your information to the Sponsor and not Instagram or Vine. The information you provide as detailed below will only be used for Contest purposes.

CONTEST DESCRIPTION AND PERIOD:

The Contest starts on July 8, 2014 at 12:00 AM Eastern Time ("ET") and ends August 22, 2014 at 11:59 PM ET (the "Promotion Period"). Participants are asked to submit a video of their parents (or themselves) dancing (each, a "Submission"). The Promotion Period comprises of a Grand Prize drawing ("Grand Prize") and six (6) separate Weekly Prize drawings ("Weekly Prize") based on the time schedule in the chart below.

How to Enter: During the Promotion Period, you may participate in the Contest using one of two (2) methods. Enter as often as you'd like, but each Entry must be substantially different. All valid Entries are eligible for the Grand Prize. Each eligible submission counts as one (1) entry for the Grand Prize and one (1) entry for the Weekly Prize.

- 1) Instagram: Post your Submission on Instagram through your Instagram account using the hashtag #Jam25KEntry (the "Contest Hashtag"). Once you upload your Submission to Instagram using the Contest Hashtag, you will receive one (1) entry ("Entry") into the applicable Weekly Entry Period drawing as well as the Grand Prize drawing. Any video tagged with the Contest Hashtag on Instagram may be eligible for the Contest. Your Submission must include the Contest Hashtag in order to be eligible. By using the Contest Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API.
- **2) Vine:** Post your Submission on Vine through your Vine account using the hashtag #Jam25KEntry. Once you upload your Submission to Vine using the Contest Hashtag, you will receive one (1) Entry into the applicable Weekly Entry Period drawing as well as the Grand Prize drawing. Any video tagged with the Contest Hashtag on Vine may be eligible for the Contest. Your Submission must include the Contest Hashtag in order to be eligible. By using the Contest Hashtag in connection with your Vine post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Vine API.

All Entries must: 1) Include the entrant's video on which no editing software has been used (color filters may be used but no other exceptions will be made); and 2) Be the original creation of the entrant and solely owned by entrant. In addition, to be eligible, Entry must not include any unauthorized third party intellectual property, general property or products. Entry cannot defame or invade publicity and/or intellectual property rights or the privacy of any person, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or patented works or person's personal or proprietary rights. Entry may also not contain, as determined by Sponsor in its sole discretion, any content that is sexually explicit or suggestive, violent or derogatory, profane or pornographic; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks owned by others; contains any personal identification (other than as provided on the Entry form); contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; communicates messages or images inconsistent with the positive images and or good will to which Sponsor wishes to associate; and/or violates any law. Entries deemed by Sponsor, in its sole discretion, to be immoral, profane or not in keeping with Sponsor's image or in violation of these Official Rules will be void. In the event of non-compliance with any requirements specified herein or with any of the terms of these Official Rules, such Entry will be void. Modification of an existing work does not qualify as original. In order to be entered into the Contest, contestants must comply with the registration instructions. Each Entry must be complete and meet all criteria set forth in these Official Rules to be eligible, and once submitted, an Entry cannot be deleted, canceled, or modified.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Submissions in connection with this Contest, and that such Submissions may be similar or identical in theme, idea, format or other respects to other Submissions and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Submission and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor. Entries that appear to duplicate any other submitted Entries, in Sponsor's sole discretion, will be void and only the first Entry submitted (based on time/date) will be included in the Contest. All Entries become the property of the Sponsor and will not be returned.

The name of the "authorized account holder" associated with any given email address will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, an online service provider, or another organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Proof (to Released Parties satisfaction) of being the authorized account holder may be required by Released Parties. Released Parties are not responsible for lost, incomplete, late, damaged, garbled, undelivered, inaccurate or misdirected Entries or videos; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable network, Internet Service Provider (ISP), cable, satellite, server or other connections; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer related to or resulting from participation in this Contest; printing, typographical or other errors appearing within these Official Rules or in any Contest-related

advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise, including, without limitation, errors that may occur in connection with the administration of this Contest, the processing or judging of Entries, the announcement of the prizes, or in any other Contest-related materials. The use of automated entry or similar devices as specifically set forth above, is prohibited and Entries through such prohibited devices are void. By entering this Contest, entrants give their express permission to be contacted by Sponsor by comment and/or direct message for promotional purposes only.

Weekly Prize Judging: Odds of winning depend on the number of eligible Entries and the judges score. Based on the criteria outlined below, one (1) Weekly Prize winner will be chosen from among all eligible Submissions received during each applicable Weekly Entry Period (as defined below). Sponsor, whose decisions will be final and binding in all matters relating to this Contest, will judge each Entry based on the following criteria: Creativity (0-100 points). In the event of a tie, such tied Submissions will be re-judged based on the following criteria: Most Entertaining: 0-100 points. The entrant who submitted the highest scoring Submission during each Weekly Entry Period, as determined by Sponsor in its sole discretion, will be deemed a potential Weekly Prize winner (subject to verification of eligibility and compliance with the terms of these rules). Limit one (1) Weekly Prize per person, per email and per household.

Weekly Entry Periods	Entries must be received between	Judging on/about
1	7/8/14-7/16/14	7/17/14
2	7/17/14-7/23/14	7/24/14
3	7/24/14-7/31/14	8/1/14
4	8/1/14-8/8/14	8/9/14
5	8/9/14-8/16/14	8/17/14
6	8/17/14 - 8/22/14	8/24/14

Finalist Judging: Based on the criteria outlined below, three (3) finalist Entries will be determined on or about August 22, 2014 from among all eligible Submissions received during the Promotion Period. Each potential finalist must contact the Sponsor within forty-eight (48) hours of notification and provide the required information if the Entry was on behalf of minor. A parent or guardian must sign a release on behalf of a minor to be eligible for the prize. All decisions will be final and binding in all matters relating to this Contest, will judge each Entry based on the following criteria: 1) Relevance to Theme: 0-25 points; 2) Originality: 0-25 points; and 3) Creativity: 0-50 points. In the event of a tie, such tied Entries will be re-judged based on the following criteria: Creativity: 0-100 points. The entrants who submitted the three (3) scoring Entries, as determined by the Sponsor in its sole discretion, will be deemed potential finalists (subject to verification of eligibility and compliance with the terms of these rules). Sponsor reserves the right to select fewer than three (3) finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Sponsor will notify each potential winner via comment and direct message. The potential winner must then contact Sponsor using the contact information provided in the comment and direct message within forty-eight (48) hours of notification. Potential winners are subject to eligibility verification and compliance with these Official Rules.

Grand Prize Peer Voting: Odds of winning depend on the number of eligible votes a single Entry receives. Beginning on August 22, 2014, the three (3) finalist Entries will be posted online for peer voting. For peers to vote for the video they like most, visit jamaudio.com/danceoff between August 22, 2014 at 12:00 AM ET and ends September 10, 2014 at 11:59 PM ET and follow the instructions provided to submit a vote. Limit one (1) vote per person or valid email address per day. Additional votes received from any person or email address in any given day or generated by script, macro or other automated means or with the intent to affect the

integrity of the voting process will be void. Entrants are prohibited from obtaining votes by fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as defined by Sponsor in its sole discretion. Voters who do not comply with the voting instructions will not have their votes cast or counted. Based on the following criteria, one (1) Grand Prize winner will be determined on or about September 11, 2014 from among the three (3) finalist Entries: 1) Greatest number of peer votes: 0-50 points; and 2) Overall level of Entertainment: 0-50 points. In the event of a tie, such tied Entries will be judged by a "tie-breaking" judge based on Creativity. Noncompliance with the foregoing or with these Official Rules, or any notification that is unsuccessful or returned as non-deliverable, may result in disqualification of the potential winner and, at Sponsor's discretion, the next runner-up being notified.

Potential winners are subject to eligibility verification and compliance with these Official Rules. The Grand Prize winner may be required to participate in an interview, as well as submit his/her valid social security number and/or other identification to Administrator and execute and return an Affidavit of Eligibility, Liability Release and (unless prohibited by law) Publicity Release within five (5) days of issuance. If a potential winner cannot be contacted, is ineligible according to these Official Rules, fails to participate in the interview and/or return the required documents within the specified time period, if prize notification is returned as undeliverable decides to decline his/her prize for any reason whatsoever, or otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to the next runner-up.

Prizes: One (1) Grand Prize: Grand Prize winner will receive a \$25,000 Scholarship prize to attend an accredited college or university of his/her choice located in the U.S. Scholarship prize will be awarded in the form of a \$25,000 529 College Education Fund (subject to state laws and 529 plan rules, e.g., funds to be used only for College expenses such as tuition). A qualified college or university must be an educational institution that meets the qualified requirements set forth in Section 117 of the Internal Revenue Code and the regulations thereunder. If the winner or the Entry made on behalf of their child is eighteen (18) years of age or older, the 529 funds must be used within four (4) years of the date the fund is established and in accordance with the Internal Revenue Code, then the winner must return the funds to the Sponsor. Approximate Retail Value ("ARV"): \$25,000. All details regarding the scholarship, including but not limited to, the method of award, to be determined by Sponsor in its sole discretion. Six (6) Weekly Prizes (one per Weekly Entry Period): One (1) Jam Rewind Speaker. ARV: \$99.99. No cash alternative or prize substitutions allowed, except Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable. Prizes may not be sold, bartered, or exchanged by winners. Any prize details not specified herein shall be determined solely by Sponsor. ARV of all prizes to be awarded: \$25,599.94.

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 this 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 entry process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Contest, the uploading, the processing or selection of Entries, the announcement of the Prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; (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 this Contest or receipt or use or misuse of any prize; (7) costs associated with claiming or redeeming the prizes; nor (8) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. Released

Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable Entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, 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. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged Entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor shall not be responsible for any occurrences resulting from the entrant's connection to the internet via Sponsor's Instagram page. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor or Administrator. Released Parties are not responsible for any unauthorized third party use of any Entries.

Miscellaneous: All prizes are non-transferrable, non- assignable and no other substitution may be made, except by Sponsor in the event a prize cannot be awarded for any reason, in which case, Sponsor will award prize of equal or greater value. All federal, state & local taxes and all other costs and expenses associated with acceptance and use of a prize not specified herein as being awarded are the recipients' sole responsibility. Any tax payable on all or any part of prizes shall be the responsibility of the recipient. Non-compliance with any of the foregoing or with these Official Rules may result in disqualification and awarding of prize to a runner-up, at Sponsor's discretion. By participating, each entrant and winner agrees to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding, and 1) Attest that Entry is his/her original, personal creation and that it meets all eligibility requirements set forth herein; and 2) Understand that their Entry may be selected for potential use in future advertising and/or promotional materials and further understand that the use of their Entry in potential advertising and/or promotion efforts does not convey any status of any kind with respect to the Contest such as, but not limited to, selection as a winning Entry in the Contest or being a potential Prize Winner; and 3) Agree that entrants will retain ownership of his/her Entry; however, by entering the Contest, and to the extent allowed by law, entrants grant Released Parties and their designees a non-exclusive, perpetual, sublicensable, royalty-free license to use Entry and that Released Parties and their designees shall have: a) The perpetual, worldwide right to edit, publish, exploit and use Entry (or any portion thereof) in any way and in any media for advertising and/or trade purposes and/or for any other purpose in any media or format, online or offline, now or hereafter known without further compensation, permission or notification from to entrant or any third party; b) The right and permission (unless prohibited by law) to use entrant's name, voice, city/state of residence, photograph, video and/or other likeness for advertising, trade and/or for any other purpose in any media or format now or hereafter known without further compensation, permission or notification, entrant hereby representing that use of any of the foregoing materials shall not violate the rights of any third parties and shall not violate any applicable federal, state or local laws or ordinances; c) The right to disqualify any Entries that they deem to be obscene or otherwise not in good taste; and d) No liability on account of, and entrant will defend, indemnify and hold harmless Released Parties from and against, any liability, loss, injury or damage of any kind (including attorney's fees) to any person or entity including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize, participation in this Contest, or use of any Entry-related materials. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Contest should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Contest and, in the case of suspension or termination, at its discretion, select all winners (as described above) from among all eligible

non-suspect Entries received prior to event requiring such termination or suspension.

Arbitration: Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the substantive laws of the State of New York, USA.

Winners List: For a list of winners (available after 11/7/14), send a self-addressed, stamped envelope for receipt by 11/28/14 to: Dance Daddy Move Momma Winners, c/o Woods Witt Dealy & Sons, Inc., 110 West 40th Street, Suite 1902, New York, NY 10018. Residents of Vermont may omit return postage.

Sponsor: FKA Distributing Co., LLC dba HMDX ("HMDX"), 3000 Pontiac Trail, Commerce Township, MI 48390