



OFFICIAL VIVERA COMPETITION RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. ENTRY IN THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

Prizes subject to competitions promoted by Ealai Inc. as described herein (“Competition”) will be awarded in accordance with these Official Vivera Competition Rules (the “Rules”).

1. BINDING AGREEMENT: You may not participate in the Competition and are not eligible to receive the prize described in these Rules unless You agree to these Rules. Please read these Rules prior to entry to ensure You understand and agree. You agree that Your participation in the Competition constitutes agreement to these Rules.

2. PROMOTER: The Competition is promoted by Ealai Inc, with a business address of 8210 Crestwood Heights Dr #323 McLean, VA and its employees, officers, directors and agents (“Promoter” or “EALAI”).

3. ELIGIBILITY: Subject to the restrictions herein, the Competition is open to legal residents of the (50) United States and D.C., who are 18 years of age or older as of the time of entry, except Promoter and members of the immediate families (parent, child, sibling, and spouse and their respective spouses, regardless of where they reside) and households of each, whether related or not related, are not eligible to participate or win a prize in the Promotion. Void outside these geographic areas and where prohibited. ***EALAI reserves the right to disqualify any entrant from the Promotion if it is prohibited in the entrant’s jurisdiction.***

4. HOW TO ENTER—NO PURCHASE NECESSARY TO ENTER OR WIN: To enter as “Entrant” of the Competition, (1) sign up for the competition at www.eal.ai, (2) produce an up to three minute long video, **or** prepare an up to 250 words write-up accompanied with a picture/photo, which celebrates a particular person in your network who adds an extraordinary positive and human touch to the workplace (we like to refer to such person as the “VERA”), (3) have your VERA agree: (i) to participate in this competition as permitted under these Rules and agree to these Rules (as applicable), and (ii) to grant all applicable permissions and waivers (including but not limited to the rights granted under Section 15, 16, and 17) by clicking on the link [here](#); (4) upload such entry to YouTube **and** share it on at least one of the following social media platforms: Facebook, Instagram, Instagram Stories and/or Twitter (“Social Media Platform”) using the hashtag **#vivera** and tag and follow **@eal_ai** (Instagram), **@eal.ai** (Twitter) and/or **ealai.inc** (Facebook) **and** provide a catchy caption of why you chose your VERA. Each valid submission is referred to as an “Entry”. You may enter more than one Entry per Competition. In



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avoidance of a doubt, re-uploading previously uploaded content would not be considered a separate and new Entry. You may also be asked to provide additional information if you are selected as a winner, such as your name, email and mailing address. The Entry must be made “public” in your Social Media Platform account’s applicable settings to be a valid Entry.

5. COMPETITION MATERIAL REQUIREMENTS: By entering, you represent and warrant the following with respect to your Entry: (1) You are the sole and exclusive owner of the Entry and the Entry was exclusively made for this Competition and not for any other purposes; (2) the Entry will not infringe on any rights (including, without limitation any intellectual property rights) of any third parties or otherwise breach applicable laws; (3) any third parties appearing in the Entry have given you the appropriate consent to be photographed, filmed, and used as permitted herein (including but not limited to the rights granted under Section 15, 16, and 17) and will provide additional releases as requested by EALAI; (4) all information provided by you is true and accurate and based on real events; and (5) you have not engaged in any fraud or made any misrepresentations. You further represent and warrant that the Entry (a) does not contain any political or religious endorsements of any kind, (b) does not contain material that may be offensive to any specific culture, religion, race, or country, (c) is not graphic, hateful or violent, (d) is not harmful or dangerous, or (e) does not constitute harassment or cyberbullying. EALAI reserves the right to disqualify an Entry if the Entry does not comply with these Rules. EALAI reserves the right to request third party releases /authorizations from any third party included in any Entry at any time, including the VERA. Failure to produce fully executed third party releases /authorizations (if applicable) may result in disqualification from the Competition, in EALAI’s sole and absolute discretion. EALAI reserves the right, in its sole discretion, to disqualify any Entries that do not meet these Rules or are otherwise incomplete.

6. COMPETITION SCHEDULE: There are eleven (11) separate competition periods that take place and each is referred to as “Competition Period”.

- First Competition Period: November 1st, 2019 through November 30th, 2019 at 11:59pm EST;
- Second Competition Period: December 1st, 2019 through December 31st, 2019 at 11:59pm EST;
- Third Competition Period: January 1st, 2020 through January 31st, 2020 at 11:59pm EST;
- Fourth Competition Period: February 1st, 2020 through February 29th, 2020 at 11:59pm EST;

- Fifth Competition Period: March 1st, 2020 through March 31st, 2020 at 11:59pm EST;
- Sixth Competition Period: April 1st, 2020 through April 30th, 2020 at 11:59pm EST;
- Seventh Competition Period: May 1st, 2020 through May 31st, 2020 at 11:59pm;
- Eighth Competition Period: June 1st, 2020 through June 30th, 2020 at 11:59pm;
- Ninth Competition Period: July 1st, 2020 through July 31st, 2020 at 11:59pm;
- Tenth Competition Period: August 1st, 2020 through August 31st, 2020 at 11:59pm;
- Eleventh Competition Period: September 1st, 2020 through September 30th at 11:59pm.

An Entrant may submit an Entry at any time during each Contest Period. An Entry in a Competition Period will not roll over into the next Competition Period, and you will have to make another Entry for each new Competition Period if you want to participate in that particular Competition Period. Competition Periods are subject to change.

7. NUMBER OF QUALIFIED ENTRANTS/ODDS OF WINNING: Odds of winning are dependent on the number of Entries per entrant and the number of entrants in total. In the event there are fewer than twelve (12) eligible entrants per Competition Period, the Competition may not take place and there will be no prizes awarded. A purchase will not increase your odds of winning.

8. JUDGING AND NOTIFICATION TO WINNERS:

Monthly Competitions

The EALAI team reviews the Entries and selects a winning Entry for each Competition Period the day after each Competition Period ends, as provided in these Rules. All Competition Entries will be evaluated for each Competition Period scored based on the following “Criteria”:^{**}

- Engagement and originality;** The most innovative or entertaining visual, taking into account the Competition theme; and
- Inspirational;** The most inspirational, taking into account the Competition theme; and
- Amount of “Likes” and “Shares”;** The amount of “likes” and “shares” for the Entry in Social Media Platforms; and
- Adherence to these Rules.**



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**Entrants understand that there is a certain level of subjectivity involved with voting. Judges' decisions shall be final and binding.

Tie-breaker: In the event of a tie at any level of judging, the judges, in their discretion, will (i) reevaluate the tied Competition Entries at the tied level according to the Criteria until the tie is broken; or (ii) decide to award each tied entrant a prize. If a potential winner is disqualified for any reason or unable to accept the prize, EALAI reserves the right, in its discretion, to award the prize to another qualified entrant.

The winning Entry(s) will be announced on www.eal.ai and EALAI's Social Media Platforms and such Entrant(s) and their VERA will be notified via the email submitted when signing up for this Competition within approximately three (3) days of selection of the winner.

Grand Prize Competition

After the Eleventh Competition Period ends, the "Voting Period" will follow on October 2nd, 2020 from 12:00pm (noon) EST through October 7th, 2020 at 11:59am. During this Voting Period, EALAI will publish each Entry that has previously been selected as a winner in one of the prior eleven (11) Competition Periods, on www.eal.ai, so that registered EALAI users can cast one vote each for one of the eleven entries during the time of the Voting Period.

During the Voting Period and subject to these Rules, the EALAI team will re-evaluate the applicable eleven winning Entries based on the following "Criteria":**

- (i) **Engagement and originality;** The most innovative or entertaining visual, taking into account the Competition theme; and
- (ii) **Amount of Voting Period Votes;** The amount of votes on www.eal.ai during the Voting Period; and
- (iii) **adherence to these Rules.**

**Entrants understand that there is a certain level of subjectivity involved with voting. Judges' decisions shall be final and binding. The same Tie-Breaker rules apply to the Grand Prize Competition.

The winning Entries will be announced on www.eal.ai and EALAI's Social Media Platforms and such Entrant(s) and their VERA will be notified via the email submitted when signing up for this Competition within approximately three (3) days of selection of the winner.

9. PRIZES: The Prizes for this Competition are as follows and shall be split equally between the winning Entrant and their VERA:

Monthly Competition Prizes

- First Competition Period: \$ 500 USD;
- Second Competition Period: \$ 500 USD;
- Third Competition Period: \$ 500 USD
- Fourth Competition Period: \$ 500 USD;
- Fifth Competition Period: \$ 500 USD;
- Sixth Competition Period: \$ 500 USD;
- Seventh Competition Period: \$ 500 USD;
- Eighth Competition Period: \$ 500 USD;
- Ninth Competition Period: \$ 500 USD;
- Tenth Competition Period: \$ 500 USD;
- Eleventh Competition Period: \$ 500 USD.

Grand Prizes

The top three (3) winning Entries will be awarded accordingly:

- First Annual Prize: \$ 4,000 USD;
- Second Annual Prize: \$ 1,000 USD;
- Third Annual Prize: \$ 500 USD.

If EALAI cannot contact the winning Entrant and their VERA (“Winners”) via the email addresses provided when signing up for the Competition or if the Winners do not collect the prize within one month of the announcement, then EALAI reserves the right not to award that prize or to award that prize to a runner-up.

10. CHANGES OR ADDITIONS: *These Rules are subject to change, and entrants will be notified on the Competition Page of any additional rules or changes to these Rules.*

11. TAXES: Awards of prizes to potential Winners may be subject to the express requirement that they submit all documentation requested by EALAI to permit it to comply with all applicable state, federal and local tax reporting. If a potential Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and EALAI may, in its sole discretion, select an alternate potential winner.



12. DISPUTES; GOVERNING LAW:

Wherever enforceable, the parties waive all rights to trial in any action or proceeding instituted in connection with these Rules.

Wherever enforceable, any controversy or claim arising out of or relating to these Rules shall be settled by binding arbitration in accordance with the consumer arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Delaware.

WHEREVER ENFORCEABLE, THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Rules, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

13. DISQUALIFICATION: EALAI reserves the right to disqualify any entrant from the Competition if it is prohibited in the entrant's or VERA's jurisdiction or, in EALAI's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, providing false information, engaging in any unfair playing practices or annoys, abuses, threatens or harasses any other entrants, EALAI's community or EALAI. EALAI does not actively monitor any activity on its service, but if EALAI becomes aware of any attempts by any entrant or other third party to influence the results of any Competition by the use of bots, botnets, scripts, apps, plugins, extensions or other means, automated or otherwise, to artificially create accounts, or otherwise to misrepresent the usage relating to the Competition, EALAI reserves the right to take action at its discretion, including, without limitation, deletion of that user's account. Any non-compliance with these Rules may result in the immediate elimination of the entrant from the Competition.

14. PRIVACY: Entrants agree that personal data submitted by Entrant, including name, username, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Promoter and its affiliates for the purposes of conducting and administering the Competition. Except as modified in the Publicity section below, all personal information that is collected from the Entrant is



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subject to EALAI's [Privacy Policy](#) Entrant agrees that EALAI may use the Entrant's contact information to contact them about future EALAI competitions.

15. PUBLICITY: By entering the Competition, Entrants and their VERA agree to participate in any media or promotional activity resulting from the Competition as reasonably requested by EALAI at EALAI's expense. Entrants and VERA agree and consent to use of their name and/or likeness and user name by EALAI and its representatives and authorized licensees, and agree to provide EALAI with releases, as requested by EALAI, for use of the name and likeness of any third parties featured in the Entrant Content. EALAI reserves the right to use the name and likeness of the winner Entrant or VERA for any purpose, including to publish the name and likeness of the winners and any VERA on the EALAI websites or through other media for publicity purposes or to use such name and likeness in connection with derivative works, without any additional further compensation (other than the already awarded prize) to the Entrant or VERA. EALAI may disclose the name submitted by the Entrant at the time of signing up for the Competition. EALAI reserves the right to alter entered names which may be derogatory or offensive.

16. LICENSE TO WINNING CONTENT: In the event your Entry wins one of the prizes listed under Section 9, Entrant and VERA agree that EALAI has the exclusive right to use and exploit the content of such Entry ("Winning Content") in all forms now known or hereafter devised, in perpetuity, throughout the world, and for any purpose, including but not limited to marketing advertisements, information material, or creating other derivative works based on the Entrant Content, including the right to sublicense such use, without further compensation (other than the already awarded prize) to the Entrant and/or VERA.

17. RELEASE: By participating in any Competition, Entrant and VERA accept and agree to these Rules and the decisions of the Promoter, which shall be final and binding in all matters. By participating in any Competition, Entrant and VERA agree to release and hold all Social Media Platforms, YouTube, and EALAI, its representatives, members, licensees and assigns, harmless against any and all claims and liability arising, in whole or in part, directly or indirectly, out of participation in the Competition, use of the Winning Content or use or redemption of a prize. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

18. INTERNET AND DISCLAIMER: EALAI is not responsible for any malfunction of the Competition website, including any system errors, failed, incomplete or garbled



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computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, or any other technical malfunction(s).

19. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Competition is not capable of running as planned, EALAI reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. EALAI further reserves the right to disqualify anyone who tampers with the submission process or any other part of the Competition.