

Grinch For Good Contest
Official Rules
November 2, 2018—November 8, 2018

PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. The **Grinch For Good Contest** (“Contest”) will begin on **November 2, 2018** at 8:00AM ET and end on **November 8, 2018** at 5:00 PM ET (“Contest Period”). All times in the Contest refer to Eastern Time (“ET”). Odds of winning depend upon the number of eligible entries received. Contest is subject to all applicable federal, state and local laws.

ELIGIBILITY: Open only to permanent, legal United States residents who are physically residing in one (1) of the forty-eight (48) continental United States or the District of Columbia (excluding Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands and other United States territories) , and who are eighteen (18) years of age or older as of the start of the Contest Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include the TODAY Show (“TODAY”) and NBCUniversal Media, LLC, both located at 30 Rockefeller Plaza, New York, NY 10112 (collectively, “Sponsors”), any prize provider(s), and each of their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest. **For purposes of clarity, the Nominee(s) (defined below), not the Nominator(s) (defined below), will be deemed the Winner (defined below) of the Contest. Nominee must be a legal United States resident who is physically residing in one (1) of the forty-eight (48) United States or the District of Columbia eighteen (excluding Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands and other United States territories) and who is (18) years of age or older as of the start of the Contest Period PRIZES (DEFINED BELOW) DO NOT INCLUDE ACCOMMODATIONS, PARKING OR TRANSPORTATION OUTSIDE OF THAT DESCRIBED BELOW.**

HOW TO ENTER: As part of your Entry (defined below), you (“Nominator”) will be required to submit a short nomination statement of two hundred and fifty (250) words or less (“Statement”) nominating an individual (“Nominee”) on the following theme: “Nominate someone in your life who makes your heart grow 3 sizes and tell us about their kind acts or why they deserve to be recognized.” (“Theme”). Your Statement must be original (that is, written by you) and must be submitted in the English language as part of your Entry to enter and be eligible for the Contest. Only single authored Statements will be accepted. **You must have the permission of any person (e.g., the Nominee) who appears, or is identified or otherwise referred to, in your Statement.**

To enter the Contest, during the Contest Period, visit the Grinch For Good website located at www.GrinchForGood.com (“Website”), and follow the provided instructions to complete and thereafter submit the entry form, which includes your full name, e-mail address, phone number and Statement (the “Entry”). **If you choose to submit an Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities.** All Entries become the property of Sponsors and will not be acknowledged.

By entering the Contest, entrants grant Sponsors the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Statement and to incorporate the Statement in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Statement will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If any Statement contains material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or if any Statements do not comply with these Official Rules or meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, such Statement (and the related Entries) may be rejected as ineligible for consideration and/or deleted from the Grinch For Good page. Entries must comply with all applicable laws, rules, and regulations. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Statement.

Entries must be received before November 8, 2018 at 5:00 PM ET to be eligible for the Contest. Sponsors' computer shall be the official timekeeper for all matters related to this Contest. You may enter once during the Contest Period. Multiple entries received from any person or email address beyond this limit will void all such additional entries. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including but not limited to illegible handwriting, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. “Authorized account holder” is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

PRIVACY: Entrants will have the opportunity to receive information from Sponsors and selected partners by checking the appropriate box(es). If, at any time, you no longer wish to receive materials from Sponsors or our partners, please go to our privacy policy, located at <https://www.nbcuniversal.com/privacy>, or the applicable partner's privacy policy and follow the procedures indicated.

JUDGING; WINNER SELECTION AND NOTIFICATION: On or about November 9, 2018, one (1) or more qualified judges selected by Sponsors (“Judges”) will review all eligible Entries received during the Contest Period and select one (1) potential grand prize winner (“Grand Prize Winner”), one (1) potential first prize winner (“First Prize Winner”), and one (1) potential second prize winner (“Second Prize Winner”), (collectively, “Winners”) based on the following judging criteria (“Judging Criteria”): Originality (50%) and Creativity (50%). **For purposes of clarity, only the Nominee, and not the Nominator, will be deemed the winner of the Contest.** The selection and review process may occur on a rolling basis as Entries are received. In the event of a tie, the Judges will break the tie by selecting the tied entrant who received the highest points from the Judges for Originality. Sponsors reserve the right to extend the Contest Entry Period if the Contest does not receive a sufficient number of eligible and qualified Entries, as determined by Sponsors in their sole discretion. Sponsors will make two (2) attempts to notify selected Winner via the Nominator, by contacting the Nominator at the email address or phone number Nominator submitted at the time of Entry. **Sponsors may share entrants’ and/or potential Winners’ names and contact information with Contest Entities and/or any prize provider, as applicable.** Winners will be required as a condition of continued eligibility to sign an Affidavit of Eligibility, Waiver of Liability, and, except where prohibited, Publicity Release (collectively, “Contest Documents”) within two (2) days of such notification. Noncompliance within this time period will result in disqualification. If a potential Winner cannot be reached, is found ineligible, cannot or does not comply with the foregoing requirements and these Official Rules, if Prize (defined below) or prize notification is returned as undeliverable, or does not satisfactorily execute all of the Contest Documents, such potential Winner will be disqualified and Sponsors will award the Prize (defined below) to the runner-up.

PRIZES:

There will be three (3) prizes awarded; a Grand Prize, First Prize, and Second Prize (collectively, “Prizes”, each a “Prize”). Each Winner will receive no more than one (1) of the following Prizes:

Grand Prize: A 4WD, V6 SUV (\$48,020), awarded “as is” with no warranty or guaranty, either express or implied by Sponsors and Grand Prize provider.

First Prize: A trip to Universal Studios Orlando (“Trip”) (\$3,701.44), for Winner and up to three (3) guests (“Guests”, each a “Guest”), which includes:

- Round trip, coach class air transportation from the major airport closest to Winner’s home (as determined by Sponsors in their sole discretion) to Orlando, Florida.
- Non-exclusive ground transfers to/from the airport in Orlando, Florida and to/from the hotel and Universal Orlando.
- Hotel accommodations, room and tax only, in a maximum of one (1) room at Universal’s Aventura Hotel (or another Universal Orlando Resort hotel of Sponsors’ choosing) for four (4) consecutive days and three (3) nights. Hotel accommodations do not include

meals, incidentals, tips, telephone calls, or any other personal expenses incurred during the trip, not specified here.

- Four (4) 3-Park 3-Day Park-to-Park tickets for admission to Universal Studios Florida and Universal's Islands of Adventure theme parks and Universal's Volcano Bay water theme park, ("Park Visit").
- Admission to attend one (1) performance at Blue Man Group ("Performance") (exact time and date to be determined by Sponsors in their sole discretion).

Second Prize: A Bloomingdale's gift certificate (\$10,000) dollars subject to certain terms and conditions as specified by issuer.

Estimated Retail Value ("ERV") of the Grand Prize is forty eight thousand and twenty dollars (\$48,020). ERV of the First Prize is three thousand seven hundred and one dollar and forty four cents (\$3,701.44). ERV of Second Prize is ten thousand dollars (\$10,000). ERV of all Prizes is sixty one thousand seven hundred twenty one dollars and forty four cents (\$61,721.44). Actual Retail Value ("ARV") of Prize may vary. If Prize includes a Trip, ARV may vary based on, among other things, availability, existing rates at time of booking, dates of travel, and point of departure. Any difference between ERV and ARV will not be awarded. Sponsors will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the tax year in which Prize was won (for prizes worth more than six hundred dollars (\$600)). **PRIZES DO NOT INCLUDE ACCOMMODATIONS, PARKING OR TRANSPORTATION OUTSIDE OF THAT DESCRIBED ABOVE.**

All details of Prizes will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winners. Prize cannot be transferred by Winners or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winners. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winners may be selected from the remaining eligible Entries at Sponsors' sole discretion.

For the Grand Prize, vehicle will be delivered with standard equipment for the stated model; any upgrades and options are at the sole expense of the Grand Prize Winner. Color, package, factory options, and other prize vehicle specifics to be determined by Grand Prize provider and are subject to availability. The Grand Prize Winner is solely responsible for the taxes, title, registration, insurance (proof of which must be shown prior to the Grand Prize Winner taking possession of the Grand Prize along with a valid U.S. driver's license), license, pickup costs at the automobile dealership designated by Grand Prize provider and any other option not included on the stated model. Grand Prize provider does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative

to the Grand Prize including but not limited to its quality, fitness for purpose or mechanical condition, other than that expressed in its new vehicle limited warranty, a printed copy of which shall be furnished with the Grand Prize.

First Prize must be redeemed before November 11, 2019. The Trip awarded to the First Prize Winner must be taken within dates provided by the Sponsors or the Prize will be forfeited. Travel arrangements must be made through Sponsors' agent, on a carrier of Sponsors' choice. Certain travel restrictions and blackout dates may apply. Sponsors have the right in their sole discretion to substitute ground transportation for air transportation depending on First Prize Winner's place of residence. First Prize Winner and Guests must travel together on the same itinerary, including the same departure date, destination and return date, and must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of Prize. Sponsors will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the Trip. Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of First Prize Winner and Guest. First Prize Winner is solely responsible for all expenses and costs associated with acceptance and/or use of Prize not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize, travel insurance, ground transportation (other than as described above), security and airport fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of First Prize due to reasons beyond Sponsors' control, and are not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of Park Visit and/or Performance are subject to change. Park Visit or Performance is subject to cancellation. If First Prize Winner chooses to redeem the First Prize, or any element thereof, with fewer than three (3), or no, Guest(s), the remaining elements of Prize shall constitute full satisfaction of Sponsors' Prize obligation to Winner and no additional compensation will be awarded. Guests, if any, may be required to execute and return releases of liability and, where legal, publicity releases (collectively, "Guest Documents"), which must be returned with the Sweepstakes Documents, or Guest portion of the Prize will be forfeited. **If any Guest is a minor, Winner or other Guest must be such minor's parent or legal guardian and must execute and return the Guest Documents on such minor's behalf.**

CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities and each of their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether

caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by any prize provider that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and, (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. **Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules).** In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winner in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest.

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the name of the Winners, available after November 16, 2018, visit www.GrinchForGood.com, or send a self-addressed, stamped envelope to be received by December 20, 2018 to: Sungmi Choi, 100 Universal City Plaza, Universal City, CA 91608.
