## HULU 2021 HAHA AWARDS GIVEAWAY ("Sweepstakes") OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR ELIGIBLE PARTICIPANTS LOCATED IN THE UNITED STATES OF AMERICA (INCLUDING THE DISTRICT OF COLUMBIA). DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND ARE NOT LOCATED IN THE 50 UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

- 1. ELIGIBILITY: Open and offered only to persons who (i) are legal residents of the fifty (50) United States and the District of Columbia and are at least eighteen (18) years of age or older and who either meet or exceed the age of majority in their state of residence at the time of participation; and (ii) have Internet access and an active Instagram or Twitter account during the Sweepstakes Period (as defined below). A Twitter or Instagram account is required to enter and can be opened for free at www.twitter.com, www.instagram.com or by downloading the Twitter and/or Instagram application. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Hulu, LLC ("Sponsor"), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, administrative, and sweepstakes agencies and prize providers involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent and spouse or "step" of each) and those living in the same household of each such person (those persons whether legally related or not who live in the same residence for at least three (3) months during the twelve (12) month period preceding the start date of the Sweepstakes). By participating in the Sweepstakes, each Eligible Participant unconditionally accepts and agrees to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. Each participant who is eligible to enter the Sweepstakes shall be referred to herein as an "Eligible Participant."
- 2. SWEEPSTAKES PERIOD: Sweepstakes begins at 8:00 am PT on July 14, 2021 and ends on July 21, 2021 at 11:59 p.m. PT (the "Sweepstakes Period"). Sponsor's server is the official clock for this Sweepstakes.

## **HOW TO ENTER; RANDOM DRAWING; ODDS:** During the Sweepstakes Period, simply

 "Like" the call to action post in relation to the Sweepstakes on the Instagram or Twitter account of any of the ten (10) qualifying influencers: Garret Sutton (Twitter), Andre Meadows (Instagram), David Moss (Twitter), Greg Saniatan (Twitter), Lamarr Wilson (Twitter), Wesley Johnson (Twitter), Brittani Taylor (Twitter), Joshua Ovenshire (Twitter), Tyree Dillihay (Twitter), and Derrick Dereleek (Twitter). Each influencer will post on one social channel during the Sweepstakes Period.

- Comment on the influencer post by tagging two (2) friends and including the hashtags:
   #HAHAwards and #sweepstakes
- Follow @Hulu on Twitter or Instagram, depending on which platform the influencer post you commented on appears.

You must complete all three steps above to receive one (1) entry.

There is no limit on the number of entries per person, per influencer.

Any attempt by any Eligible Participant to obtain more than the stated number of Entries by using multiple/different Instagram or Twitter accounts, identities, registrations, logins, addresses or through any other methods, may void all of that Entrant's Entries and that Entrant may be disqualified in Sponsor's and/or Administrator's complete and sole discretion. There will be ten (10) separate random drawings at the end of the Sweepstakes Period from among all eligible Entries received in relation to each influencer, or one (1) drawing per influencer. Odds of winning a prize are dependent upon the number of eligible Entries received during the Sweepstakes Period for each influencer's CTA post. An Eligible Participant cannot win more than one prize per influencer.

Entries will be referred to herein collectively as "Entry" or "Entries". For clarity, direct message responses do not constitute an entry into the Sweepstakes. By entering into the Sweepstakes, each Eligible Participant certifies that the Entry submitted by the Eligible Participant is original and was created by the Eligible Participant, is owned by the Eligible Participant, has not been previously published or won any award, and does not contain any material that would violate or infringe upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity. Entries must not contain any identifiable brand names or logos (other than Sponsor-owned). All Entries and components thereof become the property of Sponsor and will not be returned.

Sponsor may, in its sole discretion, accept or reject any Entry or Entry associated with an Instagram or Twitter account that contains obscene, offensive or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion), and such Entries will be deemed void and disqualified. Due to the way Instagram and Twitter operate their services, Sponsor may not be able to view or record all Entries, receive or send communications or otherwise detect participation from or interact with Eligible Participants who have Instagram or Twitter account settings that make their updates, comments, posts or communications private, protected or otherwise limited, in which case any such purported Eligible Participant will be disqualified and ineligible to receive a prize. Normal Internet/phone access and phone/data charges imposed by your online/phone service may apply.

Entries will be declared made by the authorized account holder of the Instagram or Twitter account which submitted the reply at time of Entry. "Authorized account holder" is defined

as the natural person who is assigned to the Instagram or Twitter account by Instagram or Twitter.

All Entries must be received during the Sweepstakes Period to be eligible for the Sweepstakes. All Entries become the sole property of Sponsor and will not be returned.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions.

- 3. ENTRY REQUIREMENTS: Automated means of Entry are prohibited, and any use of automated devices will cause disqualification. Entries submitted from disposable or temporary Instagram or Twitter accounts are prohibited and any attempt to enter using such Instagram or Twitter accounts will be blocked. Only fully completed Entries are eligible. Eligible Participants may not enter with multiple Instagram or Twitter accounts nor may Eligible Participants use any other device or artifice to enter multiple times above the stated limit of one (1) Entry per Instagram account, per Post throughout the Sweepstakes Period or as multiple Eligible Participants. Any Eligible Participant who attempts to enter with multiple Instagram or Twitter accounts or uses any device or artifice to enter more than one (1) time Instagram account will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of submission is not proof of receipt by Sponsor. In the event of a dispute as to who submitted an Entry, the Authorized account holder for the Instagram or Twitter account used for Entry will be considered the Eligible Participant. By participating, Eligible Participants agree to abide by and be bound by these Official Rules and Sponsor's decisions.
- **4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** Forty seven (47) prizes will be randomly awarded (as determined by Administrator) as outlined in the Prize Chart below. Prizes will be awarded on one per Eligible Participant per influencer basis.

## PRIZES:

Influencer	Prize Description	AVR Per Prize	Quantity
Andre Meadows	Solar Opposites Funko Dolls	\$22	5 sets of 2
Brittani Taylor	Bob Burger's Igloo Coolers	\$50	4

David Moss	Solar Opposites Funko Dolls	\$22	5 sets of 2
Derek Dereleek	Duncanville Skateboards	\$125	5
Garrett Sutton	Duncanville Skateboards	\$125	5
Greg Saniatan	Bob Burger's Igloo Cooler	\$50	4
Joshua Ovenshire	Signed MODOK Posters	\$50	5
Lamarr Wilson	Signed MODOK Posters	\$50	5
Tyree Dillihay	Bob Burger's Igloo Cooler	\$50	4
Wesley Johnson	Solar Opposites Funko Dolls	\$22	5 sets of 2

5. PRIZE RESTRICTIONS: Limit one (1) prize per Eligible Participant per Influencer. Prizes are non-transferable and no cash redemption or prize substitution is permitted, except at the sole discretion of Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize in whole or in part with one of comparable or greater value. Winners are solely responsible for any applicable federal, state or local taxes on the prizes. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of each winner. Sponsor 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 prizes including but not limited to their quality, fitness for purpose or condition. All product and brand images are trademarks or registered trademarks of their respective companies, which are not sponsors or affiliated with this Sweepstakes. The ARVs for the prizes are as of the date these Official Rules were finalized

and may fluctuate. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded. No more than the number of prizes referenced in these Official Rules shall be awarded.

6. WINNER NOTIFICATION; PRIZE CLAIM: Potential winners will be notified through Instagram or Twitter direct message ("Direct Message") within two (2) business days from the random drawing. Sponsor's decisions are final and binding on all matters relating to the Sweepstakes. You are solely responsible for monitoring your Instagram or Twitter account for notification. Each potential winner then must follow the directions in the Direct Message to provide his/her name, full mailing address, email address, and date of birth within forty-eight (48) hours of notification or prize will be forfeited and the Sponsor will have no further obligation to such winner and an alternate winner may be selected. Return of prize notification or any prize as undeliverable may result in disqualification and alternate selection. Potential winners are subject to verification.

After the Sweepstakes Period, any prize which is unclaimed or returned as undeliverable, or if a potential winner is found to be ineligible or otherwise in non-compliance with these Official Rules, the prize will be forfeited and an alternate winner may be contacted. For any prize that is not properly claimed, Sponsor will attempt to award that prize to up to three (3) alternates, and if the prize still is not properly claimed, the prize will not be awarded. Prize may not be awarded if not properly claimed.

- 7. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to 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 Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible for tampering or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes in such event. In the event of cancellation, Sponsor will award the prizes in random drawings from among all eligible, non-suspect Entries received for each Entry Period prior to cancellation. In the event that an Entry is confirmed to have been erroneously deleted, lost or destroyed, Eligible Participant's sole remedy shall be another Entry into the Sweepstakes.
- 8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by (a) Sponsor; (b) the Sweepstakes Parties; (c) Facebook Inc./Instagram; (d) Twitter, Inc. and (e) Twentieth Century Fox Television (a unit Century Fox Film Corporation), and Marvel Television, Inc., each of the foregoing parties, inclusive of the respective parent, subsidiary

and affiliated companies of each of the foregoing, collectively, "Releasees"] resulting from an Eligible Participant's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes or arising from or in connection with any claim based on copyright, trademark, right of publicity or privacy or any other intellectual property or contract rights, defamation and/or false endorsement. No responsibility or liability is assumed by Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed, or intercepted e-mail transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website (as defined below); unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Releasees are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other causes outside of Sponsor's reasonable control. Releasees are not responsible for any typographical errors in the announcement of the prizes or these Official Rules, or any inaccurate or incorrect data contained in promotional materials or on the Website. In the event of any conflict or inconsistency between these Official Rules and any promotional materials for these Sweepstakes, these Official Rules shall prevail and control. Use of Instagram or Twitter or any accompanying website (collectively, "Website") is at each Eligible Participant's own risk and subject to the respective platform rules and terms and conditions. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to any Eligible Participant's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from either, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, each Eligible Participant agrees to release, discharge, indemnify and hold harmless Releasees from any and all liability, loss, or damage incurred with respect to such Eligible Participant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize.

9. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for the Eligible Participant participating in arbitration ("Claimant"), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules. The arbitrator shall apply California law consistent with

the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the Claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither Claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ELIGIBLE PARTICIPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ELIGIBLE PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ELIGIBLE PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE PARTICIPANT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ELIGIBLE PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ELIGIBLE PARTICIPANT 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 EVERY ELIGIBLE PARTICIPANT.

**10. PUBLICITY:** Except in Tennessee, and where prohibited by law, each Eligible Participant and winner grants permission for Sponsor and those acting under its authority to use his or her name, Entries, address (city and state), photograph, biographical material, social media

handles, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter developed, without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winners' list.

- 11. GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Official Rules. By entering, you consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles County, California for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- **12. USE OF DATA:** Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at: <a href="http://www.hulu.com/privacy">http://www.hulu.com/privacy</a>), and by participating in the Sweepstakes, each Eligible Participant acknowledges that he or she has read and accepted the Privacy Policy and agrees to Sponsor's usage of his or her personal information.
- **13. WINNERS LIST REQUEST:** For the names of the verified winners (available after March 31, 2021), send a self-addressed postage paid #10 envelope to: Hulu Haha Awards Giveaway Sweepstakes Winners, Attn: Marketing, 2500 Broadway, Suite 200, Santa Monica, CA 90404, for receipt no later than June 1, 2021.
- 14. SPONSOR: Hulu, LLC, 2500 Broadway, Suite 200, Santa Monica, CA 90404.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. You understand that you will be providing your information to Hulu, LLC, and not to Instagram or Twitter. For the purposes of these Sweepstakes, the information you provide will only be used in the event you are selected to be a winner.