



THE NOTAH BEGAY III FOUNDATION

HEALTHY KIDS! HEALTHY FUTURES! APP CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

ELIGIBILITY:

The Contest is open to only to middle and high school students who are members of a federal or state recognized Native American tribe residing in the United States and the District of Columbia who are 13 years old or older as of the date of entry (“Eligible Entrants”). Enrollment in high school as of date of entry is a prerequisite for participation in this Contest, with middle school considered as grades 6 through 8 and high school considered as grades 9 through 12, inclusive.

Eligible Entrants may enter individually or in a team of four (4) or less.

Children of (a) employees of the Sponsor and its affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, and (b) the immediate family members or household members of such employees, are not eligible to participate in or win the Contest.

CONTEST PERIOD:

The Contest will run from 12:01 AM, Mountain Time (“MT”) on Saturday, September 1, 2018 to 5:00 PM, MT, on Wednesday, October 31, 2018 (“Contest Period”). Eligible Entrants may enter the Contest only during the Contest Period.

HOW TO ENTER:

No purchase or payment is necessary to participate in the Contest. To enter the Contest, complete each of the following steps during the Contest Period:

1. Visit the Sponsor’s website at www.nb3foundation.org and click on the Healthy Kids! Healthy Futures! APP Contest Application under the Events tab in the main menu.

2. Follow the instructions to complete and submit an application with parental consent; a Logo Cover Page that describes what your logo will look like to a user; a Home Page that describes what the APP provides and what the user will be able to see; and a written description, video or illustration of the APP. Videos may not exceed three (3) minutes in duration.
3. Submit the Contest Entry by 5:00 PM, MT, on Wednesday, October 31, 2018. The Sponsor's clock determines time.

Limit one (1) entry per person. By entering, Eligible Entrants agree that any information provided or the Sponsor collects in connection with the Contest may be used by the Sponsor in accordance with its Privacy Policy and Terms of Use, both located at <http://www.nb3foundation.org/healthy-kids-healthy-futures-app-contest/>. All information submitted becomes the property of the Sponsor.

The Sponsor reserves the right to disqualify entries that it believes, in good faith, are generated by an automated means or scripts. Entries generated by script or other automated means will not be counted.

PRIZES:

There are three (3) prizes: First Place winner will receive \$1,000.00, Second Place winner \$500.00 and Third Place winner \$250.00. In addition to the monetary prize, the First Place winner will work with Cultivating Coders software company to further develop the winning APP for future product development. In addition, the First Prize is greater than \$600, *i.e.*, \$1,000, it will be necessary to obtain the winner's IRS Form W-9, the winner will be issued an IRS Form 1099 and file with the IRS a Form 1096.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. Prizes are not assignable and not transferable and no substitutions are permitted. In addition, if a prize is unable to be fulfilled because of applicable law, rule or regulation or failure to comply with these Official Rules, or if a winner is not eligible to win a prize or fails to claim a prize timely for any reason, Sponsor reserves the right to not award the prize. Winners are responsible and liable for all federal, state and local taxes on the value of the prize.

PRIZE SELECTION:

Winners of the Contest will be selected by a panel consisting of the Sponsor's staff and software development specialists selected by the Sponsor based upon the following criteria: (a) target Native youth focusing on health and fitness; (b) relevant content and creativity; (c) simple concept with user-friendly interface and accessibility; and (d) ability to bring to a marketplace.

The Contest will be conducted by or under the supervision of the Sponsor whose decisions are final and binding in all matters relating to this Contest. Potential winners will be notified by email but the Sponsor reserves the right to determine an alternate method of notification. Potential winners must claim their prize within ten (10) days after the date of notification, and failure to do so will result in forfeiture of the prize and the Sponsor may or may not, at its option and sole discretion, award the prize to another Eligible Entrant. If a potential winner is found to be ineligible Sponsor may, or may not, at its option and sole discretion, award the prize to another Eligible Entrant.

GENERAL CONDITIONS AND RELEASES:

The Contest is void where prohibited. All applicable federal, state and local laws apply.

By entering the Contest, Eligible Entrants agree to conform to all federal, state and local laws and regulations. Winners will be required to execute and return (and winning is conditioned upon a winner executing and returning) to the Sponsor, within ten (10) business days, an Affidavit of Eligibility, a Liability and Publicity Release, and a Software License of the winning APP to the Sponsor, each in form and content as drafted by the Sponsor. Winners may be required, in the Sponsor's sole discretion, to complete relevant tax forms as a condition to the delivery of the applicable prize. Winners may also be required to furnish proof of identity, address and birth-date in order to receive a prize.

An entrant or winner may be disqualified from the Contest if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor. Participation in the Contest is at entrant's own risk. The Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the Sponsor in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading the APP or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof. THE CONTEST IS PROVIDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED UNDER NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

ENTERING THE CONTEST, ENTRANTS AGREE TO AND HEREBY RELEASE AND HOLD HARMLESS THE SPONSOR, ITS RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY DAMAGE, INJURY, DEATH, LOSS, CLAIM, ACTION, DEMAND OR OTHER LIABILITY (COLLECTIVELY, "CLAIMS") THAT MAY ARISE FROM ACCEPTANCE, POSSESSION AND/OR USE OF A PRIZE OR PARTICIPATION IN THIS CONTEST, OR FROM ANY MISUSE OR MALFUNCTION OF ANY PRIZE AWARDED, REGARDLESS OF WHETHER SUCH

CLAIMS, OR KNOWLEDGE OF THE FACTS CONSTITUTING SUCH CLAIMS, EXIST AT THE TIME OF ENTRY OR ARISE AT ANY TIME THEREAFTER, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY DAMAGES ARISING THEREFROM. ANY PERSON ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH THIS CONTEST MAY BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE SPONSOR RESERVES THE RIGHT TO MODIFY THESE OFFICIAL RULES IN ANY WAY OR AT ANY TIME. THE SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CANCEL OR SUSPEND THIS CONTEST SHOULD VIRUSES, BUGS OR OTHER CAUSES BEYOND ITS CONTROL CORRUPT THE ADMINISTRATION, SECURITY OR PROPER OPERATION OF THE CONTEST. IN THE EVENT OF CANCELLATION OR SUSPENSION, THE SPONSOR SHALL PROMPTLY POST A NOTICE ON THE CONTEST APP TO SUCH EFFECT. THIS CONTEST SHALL BE GOVERNED BY NEW MEXICO LAW, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT ANY DISPUTE OR LITIGATION ARISING FROM OR RELATING TO THIS CONTEST SHALL BE DETERMINED BY BINDING ARBITRATION ONLY IN ALBUQUERQUE, NM, BY AND UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, SPONSOR MAY SEEK EQUITABLE RELIEF IN ANY COURT OF COMPETENT JURISDICTION. IF ANY PROVISION OF THESE RULES IS HELD TO BE ILLEGAL OR UNENFORCEABLE, SUCH PROVISION SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THESE RULES OTHERWISE REMAIN IN FULL FORCE AND EFFECT AND ENFORCEABLE.

To receive a list of winners or a copy of the Official Rules, send a self-addressed stamped envelope to The Notah Begay III Foundation, Attention: Healthy Kids! Healthy Futures! APP Contest, 290 Prairie Star Road, Santa Ana Pueblo, NM 87004 after Friday, November 9, 2018 but before Friday, December 7, 2018.

The Sponsor of this Contest is The Notah Begay III Foundation located at 290 Prairie Star Road, Santa Ana Pueblo, New Mexico 87004.