OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OPPORTUNITY OF WINNING. VOID WHERE PROHIBITED.

The Mental Canvas Challenge (the "Contest") is sponsored by Mental Canvas Inc. (the "Sponsor") in partnership with a set of companies as delineated on the Contest website https://mentalcanvas.com/challenge/ (the "Partners").

CONTEST PERIOD: The Contest Period begins on July 14, 2021 at 12:00:00 PM EDT and ends at 11:59:59 PM EDT on October 11, 2021 November 8, 2021. Registration opens at the start of the contest period. Registrants will receive information on how to submit. Winners will be announced within 90 days of the close of the contest period.

ELIGIBILITY: Open to anyone who is at least thirteen (13) years old at the start of the Contest Period. To be eligible to win a cash prize, Entrants must reside in a country where PayPal is available at the time of entry. A complete list of countries where PayPal is available can be found at https://www.paypal.com/en/webapps/mpp/country-worldwide. Winners will need a PayPal account in order to receive the prizes. For this reason, entrants located outside of any of these countries are not eligible. The Contest is void in the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, Quebec, Puerto Rico and anywhere else such contests are prohibited or restricted by law. It is the responsibility of the Entrant to comply with the contest laws of their country/jurisdiction.

Employees of the Sponsor and Partners, their respective corporate parents, affiliates and subsidiaries, independent contractors or freelancers hired by Sponsor, participating advertising and promotion agencies, independent judging organizations, and prize suppliers (and members of their immediate family and/or those living in the same of household of each such employee) are not eligible.

A parent or legal guardian must register on behalf of entrants who are deemed minors in the jurisdiction where they reside to participate in the Contest. A prize won by an individual who is considered a minor in his/her legal jurisdiction of residency will be awarded in the name of said Minor's parent or legal guardian.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest.

HOW TO ENTER:

Entrants must (1) register for the Contest to be able to submit. Entrants will then (2) post their entry video on Social Media and (3) submit to the contest via the "Mental Canvas Draw" software.

(1) How to Register: Entrants must register for the Contest at https://mentalcanvas.com/challenge and provide all information requested on the registration form. Registration provides access to important updates and notifications about submission.

Online entrants must provide a valid email address and it is the entrant's responsibility to update Sponsor of any change in email address. The mobile phone number and wireless service provider/carrier of mobile entrants (if applicable) will be automatically captured in the Contest database and all participation will be limited to that phone number unless entrant notifies Sponsor of a change. If there is a dispute as to the identity of an online or mobile entrant, the prize will be awarded to the authorized account holder of the email address or mobile phone. The "authorized account holder" is defined as the natural person to whom the email address or mobile phone is assigned by an internet service provider, online service provider, carrier, mobile phone provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning the email addresses for the domain associated with the submitted email address or responsible for assigning the mobile phone number.

(2) How to Share: Entrants will be required to share their final submission video as a post (the "Post") on a social network (the "Social Platform") of their choice during the Contest Period and include the hashtag #ReimagineDrawingChallenge and tag Mental Canvas (accounts listed below).

The Social Platforms include: Instagram, Twitter, Facebook, Youtube, TikTok, and Linkedin. The Post must be publicly viewable on a Social Platform during the Contest Submission Period. Entrant must be a registered user of the Social Platforms in order to enter the Contest. Registration for Instagram, Twitter, Facebook, Youtube, TikTok, and Linkedin is free and can be obtained by logging on to www.instagram.com, www.facebook.com, www.facebook.com<

Mental Canvas Accounts:

- Instagram: @mental canvas https://www.instagram.com/mental canvas/
- Twitter: @mental canvas https://twitter.com/mental canvas
- Facebook: @MentalCanvas3d https://www.facebook.com/MentalCanvas3D/
- Youtube: Mental Canvas https://www.youtube.com/c/MentalCanvas
- TikTok: @mental canvas https://www.tiktok.com/@mental canvas
- Linkedin: Mental Canvas https://www.linkedin.com/company/mental-canvas

The Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, Twitter, Facebook, Youtube, TikTok, and Linkedin. Entrants agree to release the Social Platform from any and all liability associated with the Contest. All inquiries in relation to the Contest should be directed to the Sponsor.

(3) How to Submit: Entrants must submit within the Mental Canvas Draw software. Entrants must follow the on-screen prompts to upload their submission(s) and agree to the content release form. The submission portal within the Mental Canvas Draw software will upload the video and MCS file used to create it. Entrants must complete all the required fields of the submission form. Inaccurate or incomplete submissions will not qualify.

Entry Guidelines and Requirements:

Each entry:

- Must not violate the online terms of use or privacy policy of the Sponsor;
- Entry must be created entirely in the "Mental Canvas Draw" Software;
- Entry must be the entrant's original work;
- Entry cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's.
- Entry cannot contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of sound, art, or images);
- Entry cannot describe or depict any illegal activity or violation of any laws;
- Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.
- Entrant must have approval from any other persons appearing in the Contest entry and be able to provide express written consent of every such person appearing in the entry to Sponsor if requested. Minors are not permitted to appear in any Submission without permission from his/her parent or legal guardian or unless they are the children or legal wards of the entrant.

NOTE: If any entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the entry will not be eligible to win.

ENTRIES: Entrants can submit multiple entries; however, entrants cannot submit the same entry multiple times. Each entrant is only eligible to win a single award (see prize details). The assignment of a prize category will be determined by the judges. The judges reserve the right to award submissions in any category deemed appropriate.

If an entry is the result of a team effort, the entry must be submitted under one name only. The prize will be awarded to the sole entrant and it will be the entrant's responsibility to share and/or distribute the prize(s) equitably amongst the team. If a duplicate entry is discovered, the first time-stamped entry will be judged and the others will be discarded/disqualified. The Contest reserves the right, in its sole discretion, to void any and all entrants who submit an entry by using multiple/different addresses, identities, or any other methods, or who the Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper administration of the Contest. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. If applicable, illegible, inaccurate, lost, late, misdirected, incomplete, mutilated, postage due or mechanically reproduced entry forms or entry forms that have been tampered with will be disqualified. Online entrants must have valid email address and it is entrant's responsibility to update Sponsor of any change in email address. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address or mobile phone. The "authorized account holder" is defined as the natural person to whom the email address or mobile phone is assigned by an internet service provider, online service provider, carrier, mobile phone provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning the email addresses for the domain associated with the submitted email address or responsible for assigning the mobile phone number.

By submitting an entry, each entrant (or his/her parent or legal guardian if entrant is a minor) agrees that his/her entry complies with these Official Rules, including the Entry Guidelines and Requirements. Each entrant (or his/her parent or legal guardian if entrant is a minor) also agrees that the Sponsor may disqualify the entrant from the Contest if the Sponsor believes, in their sole and absolute discretion, that an entry fails to comply with these Official Rules. If the Sponsor rejects any entry, such entry will be disqualified and will not be considered a valid entry.

By entering, each entrant (or his/her parent or legal guardian if entrant is a minor) warrants and represents the following with respect to his/her entry: (a) the entry will not infringe or violate on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.

By submitting an entry, entrant hereby grants permission for the entry to be posted on the Sponsor's website or other website for public view during and after the Contest Period. Further, entrant hereby understands and agrees that, at the Sponsor's sole discretion, his/her entry may be posted to the Sponsor's social media sites and accounts, and those of the Partners.

WINNER SELECTION: All eligible entries will be judged by qualified judges selected by Sponsor in its sole discretion ("Judges"). The judging panel is comprised of at least 5 Judges with a majority from the Partner organizations and external experts. The Sponsor has the discretion to add members to the Judging panel.

The Judges will select Grand Prize Winners and Category Prize Winners. The five categories are: Architecture and Places, Storytelling, Education, Comics and the Napkin Sketch.

The Judges will evaluate each entry on the following criteria: creativity, innovation, aesthetics and originality. The categories do not impact the selection of the Grand Prize. The decision of the Sponsor and judges is final and binding on all matters relating to the Contest.

In the event the Contest does not receive a sufficient number of eligible entries, the Sponsor has the right to cancel the Contest. By participating in the Contest, the entrant certifies that his/her entry is original, 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 copyrights, trademarks or rights or privacy or publicity. The Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these official rules or that is not consistent with the spirit or theme of the Contest.

WINNER NOTIFICATION: Winner will be notified within 90 days of the close of the submission period via e-mail, and/or at Sponsor's discretion, via phone. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within five (5) business days of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, the Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with the Contest.

LIST OF WINNER(S): For the name(s) of the Winner(s), send a separate self-addressed, stamped envelope to Mental Canvas Awards Winners' List, Mental Canvas, Inc., 300 West 57th Street NY, NY 10019 within 60 days from the Winner notification date as specified above.

PRIZES & APPROXIMATE RETAIL VALUE (ARV): The total ARV (approximate retail value) of all prizes is \$100,000 (USD). There will be a 1st, 2nd and 3rd place winner for the grand prize along with 1st, 2nd and 3rd place winners in each of the 5 categories (18 prizes in total). The prize breakdown is as follows:

• Grand prize (across all submissions, regardless of category):

1st: \$25,0002nd: \$15,0003rd: \$10,000

• Categories Winners (in each of the 5 categories):

1st: \$5,000 (x5 winners)
2nd: \$3,000 (x5 winners)
3rd: \$2,000 (x5 winners)

• In addition, there will be honorable mentions for a free 1 year Mental Canvas subscription with a cash value of \$1,000

Any difference between the stated ARV and the actual value of the prize will not be awarded in any form.

CONDITIONS OF PARTICIPATION: Expenses not specifically included in prize description and all Taxes (as defined herein) are the sole responsibility of the Winners. Each prize is awarded "as is" with no warranty or guarantee, either express or implied outside of manufacturer's limited warranty. No transfer, assignment or substitution of a prize permitted, except the Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. The Winner(s) is required to comply with any and all applicable federal, state, provincial, if Canadians are eligible to enter, and local as well as international laws, rules and regulations. All federal, state, local taxes, tariffs, duties, levies and other governmental charges (including, without limitation, VAT) ("Taxes"), and any other costs not specifically provided for in these Official Rules are solely the Winners' responsibility. The Winners must complete a W9 or it's equivalent outside of the United States, to "certify" the country they live in and supply the Sponsor with their social security number/tax identification number for tax purposes. An IRS Form 1099, or it's equivalent outside of the United States, will be issued in the name of the Winner (or, if a minor, in the name of the minor's parent or legal guardian) for the actual value of the prizes received. The Sponsor shall have no responsibility or obligation to the Winner or potential Winner who are unable or unavailable to accept or utilize prizes as described herein. Entrants agree to be bound by the terms of these Official Rules and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Contest. Entrants that are minors must attain their parent or guardian's written consent to participate. Winner (and parent or legal guardian if Winner is a minor) may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within seven (7) days following the date of first attempted

notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to the Sponsor within seven (7) days following the date of first attempted notification. By entering, entrant grants permission for the Sponsor, and any of its affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to use the entrant's submission (including an altered form of the entry) for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. If images are being submitted to the Sponsor as a requirement for entry, entrants agree that they have all rights to use the images submitted and to allow the Sponsor, any of its affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to reuse any of the images, without any liability, for editorial, advertising and promotional purposes. Additionally, acceptance of the prize by Winner constitutes permission for the Sponsor and any affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to use Winner's name and/or likeness and biographical material for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, Winner agrees to hold the Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Contest or acceptance or use of the prize. The Sponsor is not responsible for any printing, typographical, mechanical or other error in the administration of the Contest or in the announcement of the prize.

INTERNET/MOBILE: The Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Sponsor or presenter on account of technical problems or traffic congestion on the Internet, at any Web site, or via the mobile phone or any combination thereof. If for any reason the Internet or mobile phone portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt of affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. The Sponsor reserves the right to select winners from eligible entries received as of the termination date. The Sponsor further reserves the right to disqualify any individual who tampers with the entry process. The Sponsor may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing

practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

DISPUTES/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York State law, without reference to New York's choice of law rules, governs the Contest and all aspects related thereto.

THE SPONSOR: Mental Canvas, Inc., (<u>www.mentalcanvas.com</u>) 300 W. 57th Street, New York, NY 10019.