

TERMS OF USE

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As part of the user experience of this Site, you may choose to share your #WhyVote story by following the Share Your Story link. When you access this link you will be taken to a tool on a website that is hosted by a third party, OMG Booth LLC. OMG Booth's website has its own terms of use and privacy policy, which you need to agree to in order to use the features on its website and to share your story. Please see Paragraph 5 below, entitled "User Content", for details on how content you share on this Site and/or on OMG Booth's website will be used.

- 1. About this Site.** This Site is intended to educate and inform you about the #WhyVote campaign and allow you create your own social media content to further the campaign.
- 2. Proprietary Rights and Restrictions on Use.** This Site, including but not limited to the text, content, User Content (as defined below), all compilations of real time or other information, any software programs, tools, applications and/or code available on or through the Site and accompanying links, photographs, images, video, audio and graphics contained on the Site, the selection and arrangement of the aforementioned and the "look and feel" of the Site (collectively "**Content**"), is protected by intellectual property laws, including but not limited to copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and other proprietary rights and laws of the United States and other countries ("**Intellectual Property Laws**"). By using or accessing the Site or the Content, you acknowledge and agree to abide by all applicable Intellectual Property Laws, as well as any additional notices or restrictions contained on the Site, including, without limitation, in this Agreement. Unauthorized use of the Site and the Content and materials contained on or available through the Site or any linked web sites may violate applicable Intellectual Property Laws or other laws. The copyrights, trademarks, service marks and any other proprietary Content displayed on the Site are copyrights, trademarks, service marks, trade dress and proprietary material of FCB and various third parties. You may not use the Site or any Content except as expressly provided on the Site or in this Agreement. Any rights not expressly granted herein are reserved to FCB or third parties credited as the owner or lawful providers of the Content ("**Content Providers**"). All right, title and interest in and to the Content are owned, licensed or controlled by FCB or its Content Providers.

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3. Code of Conduct. In connection with your use of the Site, you agree that you will not do the following (collectively, the "**Code of Conduct**"):

- Use the Site or Content for any unlawful purpose or in violation of this Agreement;
- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Violate the User Content Guidelines (as defined below);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any "viruses" or "worms", "trojan horses", "time bombs", "date bombs", "time locks" or "drop dead" devices, "lockups", "traps", "access codes" or "trap door" devices, or any other similar harmful, malicious or hidden procedures, routines or mechanisms of a destructive nature or that could cause the Site or any services provided therein to cease functioning;
- Sell, license, rent, modify, print, copy, reproduce, download, upload, transmit, distribute, disseminate, publicly display, publicly perform, publish, edit, adapt, compile or create derivative works from any Content or materials (including, without limitation, through framing or "mirroring" or systematic retrieval to create collections, compilations, databases or directories) or otherwise transfer any of the Content to any third person (including, without limitation, others in your company or organization), without our prior written authorization;
- Decompile, reverse-engineer or disassemble any software or other products or processes available through the Site and not insert any code or product to manipulate the Content in any way that affects the user's experience;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site;

- Use any robot, engine, software, spider, robot, avatar, agent, tool, site search/retrieval application or other manual or automatic device or process to navigate, search, determine, retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents, without our prior written authorization;
- Harvest or collect information about Site visitors or members without their prior written consent;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or "refresh" transactional event pages, or make any other request to transactional servers, more than once during any three second interval; or
- Request more than 1,000 pages of the Site in any twenty-four hour period, whether alone or acting in concert with a group of individuals.

While using the Site and the Content, you agree to comply with all applicable laws, rules and regulations. Unauthorized access to the Site is a breach of this Agreement.

4. **Information Provided by FCB.** Although FCB strives to provide Content that is both useful and accurate, the nature of the data and other information contained on the Site is subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although FCB endeavors to use reasonable care in assembling the Content, the Content may not be up-to-date, accurate or complete. In addition, portions of the Content may have been contributed to the Site by various entities and service providers. The inclusion of such information does not indicate any approval or endorsement thereof, and FCB expressly disclaims any liability with respect to the foregoing. FCB hopes and believes that the Content will be helpful as background reference, but it should not be construed as legal or other professional advice on any subject matter. FCB has endeavored to comply with legal and ethical requirements known to FCB personnel who compiled this Site, but FCB is not engaged in rendering legal or other professional services, and availability for use of the Content is not intended to create, and does not create, any attorney-client or other professional services relationship. Use of the Content is not an adequate substitute for obtaining legal or other professional advice from a licensed provider in your jurisdiction.
5. **User Content.** Some web pages included in the Site (including, without limitation, a link to a selfie poster tool on a website hosted by a third party, OMG Booth LLC) may allow for you to submit content to FCB via the OMG Booth hosted website, using the tool, to publish or display the results of the submitted content in the tool (collectively, "**User Content**") on unrelated sites including, without limitation, social media sites on which you have the ability, through membership or otherwise, to post content (collectively, "**User Sites**"). When you provide User Content and when you share the results of the tool, you agree to do so on the following terms ("**User Content Guidelines**"):

You are solely responsible for any User Content and other material that you submit to the Site and/or OMG Booth's website or publish and/or display on User Sites.

You may not submit any User Content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or that is subject to any restrictions, or imposes any obligations, on the use or further distribution thereof.

You may not provide any User Content or other material that falsely expresses or implies that such User Content or material is sponsored or endorsed by FCB, its affiliates, campaign partners, advertising, promotion and fulfillment agencies, and each of their respective agents, licensees, nominees, parents, subsidiaries, affiliates, successors and assigns and all others acting with their permission, and the directors, officers, employees, shareholders, partners and agents of each of them (each an “**FCB Party**” and collectively, the “**FCB Parties**”).

You further agree that you will not submit User Content or other material that: (a) is patently offensive to users of the Site, such as User Content that promotes discrimination, racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) harasses or advocates harassment of another person or includes personal information about another person, such as their address, email address or telephone number; (c) involves the transmission of unsolicited mass mailing (i.e., “spamming”) or other forms of solicitation (including, but not limited to, advertising, promotional materials, chain letters and/or pyramid schemes); (d) promotes illegal activities or conduct that is abusive; (e) violates any applicable law or regulation; (f) is threatening, obscene, defamatory or libellous; (g) is pornographic or sexually explicit in nature; and/or (h) seeks or recommends providers of material that exploits people under the age of 18 in a sexual or violent manner, or seeks or recommends providers that solicit personal information from anyone under 18.

By submitting User Content via the Site and/or the tool on OMG Booth LLC’s website, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, the FCB Parties a nonexclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sublicense, to store, use, copy, publicly perform, digitally perform, publicly display and distribute such User Content, and to sell, modify, create derivative works from and/or to incorporate such User Content into other works in any form, medium or technology, whether now known or hereafter developed, in each case, without compensation to you. You agree to waive any moral rights that you may have to your User Content. You further agree that the User Content may include, without limitation, your image as submitted or after use of the tool, or any other likeness derived from the User Content (including a caricature) either alone and/or with captions, film, artwork, audio track, photographic or any other material.

You represent and warrant that (i) none of the User Content is subject to a confidentiality obligation; (ii) you are eighteen (18) years old or older or are an emancipated minor and have the right to submit such User Content; (iii) you are under no legal disability; (iv) you own the User Content; and (v) you have read and understand these Terms of Use.

You release the FCB Parties from any and all liability arising out of the aforementioned use, including, but not limited to, any blurring, distortion, alteration, optical or auditory illusion that may occur or be produced in or by the taking, reproduction, broadcast, publication, processing, or creation of any materials, or any other display of the User Content. You agree that the FCB Parties are under no obligation to use the User Content in any way.

You waive any right that I may have to inspect and/or approve the further use of the User Content, including but not limited to the copy that may be used in connection therewith, and/or to the use to which the materials may be applied.

You understand that when using the Site or features of the Site, you may be exposed to User Content from a variety of sources, and that the FCB Parties are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encouraging of any such conduct, or that otherwise violates the Code of Conduct, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the FCB Parties with respect thereto, and agree to indemnify and hold the FCB Parties harmless to the fullest extent allowed by applicable law regarding all matters related to your use of the Site.

FCB may at any time, without prior notice and at our sole discretion, remove any User Content or take any other appropriate action against any person who violates the User Content Guidelines. Illegal or unauthorized uses of the Site will be investigated and subject to appropriate legal action, including, without limitation, civil, criminal and/or injunctive redress.

6. **Links.** This Site contains links to certain Internet web sites developed, sponsored or maintained by third parties unaffiliated with FCB. Should you leave the Site via a link contained herein, the content you view therein is not provided or controlled by FCB. FCB is not responsible for that content, nor has it developed, checked for accuracy or otherwise reviewed the content or privacy policy of any such third party web site. By providing access to the linked web sites, FCB is not recommending, endorsing or sponsoring any aspect of those web sites, including the transmission of software, downloading or uploading of content, or any goods, services or securities available thereon. FCB makes no guarantees, representations or warranties as to, and shall have no liability for, any content delivered by any third party, including, without limitation, the non-infringement, accuracy, subject matter, quality or timeliness of any content, or the use of any personal information you provide to any such web site. FCB reserves the right in its sole discretion to discontinue links to any other web sites at any time and for any reason. FCB provides links to other web sites solely as a convenience to its users, and the inclusion of any link shall not create any liability for FCB with respect to the third party or the third party's web site or the content provided through such links. Your use of such links is entirely at your own risk and responsibility. Furthermore, you forever hold FCB harmless from any and all claims, obligations and/or liability arising in connection with the use of any such links.

FCB prohibits caching, unauthorized hypertext links by others to the Site and the framing of any Content available on Site, without the prior written consent of FCB. FCB reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the content available on any other site reached by links to or from the Site.

7. **Claims of Copyright Infringement.** If you believe that your copyrighted work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please provide the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the Site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (including the specific web page address on the Site);
- d. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- e. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices under the Digital Millennium Copyright Act should be sent to:

FCB Worldwide, Inc.
Attn: FCB Worldwide / FCBWE Designated Copyright Notice Agent
100 West 33rd Street, 7th Floor
New York, NY 10001

- 8. Access By Minors.** Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.
- 9. Jurisdictional Issues.** The Site is solely directed to individuals residing in the United States. We make no representation that Content available on or through the Site is appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Site and/or the provision of any service, program or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program or other product that we provide.

- 10. Termination.** We reserve the right to immediately terminate this Agreement, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this Agreement, your right to use the Site shall immediately cease, and you

shall destroy all Content obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise.

11. Disclaimers; Limitation of Liability. THERE MAY BE DELAYS, OMISSIONS, ERRORS, OR INACCURACIES IN THE CONTENT, AND THE CONTENT IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. FCB, ITS CONTENT PROVIDERS, AFFILIATES, CAMPAIGN PARTNERS, ADVERTISING, PROMOTION AND FULFILLMENT AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS CANNOT AND DO NOT MAKE ANY REPRESENTATIONS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY DISCLAIM WITH RESPECT TO THE SITE AND THE CONTENT ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, RELIABILITY, STABILITY, READINESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY REPRESENTATIONS OR WARRANTIES ARISING FROM USAGE OR CUSTOM OR TRADE OR BY OPERATION OF LAW. FCB, ITS CONTENT PROVIDERS, AFFILIATES, CAMPAIGN PARTNERS, ADVERTISING, PROMOTION AND FULFILLMENT AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS ASSUME NO RESPONSIBILITY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS. ANY MATERIAL, INFORMATION OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN RISK AND DISCRETION AND YOU ALONE WILL BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO YOU, INCLUDING AND NOT LIMITED TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR LOSS OR DAMAGE TO ANY PROPERTY OR LOSS OF DATA OR LOSS OF REVENUE THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL.

FCB DOES NOT CONTROL THE CONTENT PROVIDED BY ITS CONTENT PROVIDERS AND DOES NOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH CONTENT. YOU UNDERSTAND THAT BY USING THE SITE YOU MAY BE EXPOSED TO CONTENT PROVIDED BY CONTENT PROVIDERS AND OTHERS THAT IS OFFENSIVE, INDECENT AND/OR OBJECTIONABLE. UNDER NO CIRCUMSTANCES WILL FCB BE LIABLE IN ANY WAY FOR ANY CONTENT PROVIDED BY ITS CONTENT PROVIDERS OR OTHERS, INCLUDING ANY ERRORS OR OMISSIONS IN ANY SUCH CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY SUCH CONTENT.

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- 12. Indemnification.** You shall indemnify and defend FCB, its affiliates, campaign partners, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, and hold each of them harmless from and against any and all claims, damages (including direct, indirect, incidental, consequential, or special damages of any kind), losses, costs (including attorneys' fees and court costs) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct, above; (b) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe, misappropriate or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.
- 13. Contact Information.** The Site is provided by FCB. If you have any questions, comments or complaints regarding this Agreement or the Site, or wish to report any violation of this Agreement, you may contact us at WhyVote@FCB.com.
- 14. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to conflicts of law principles of such state. You agree to submit to the exclusive jurisdiction of any State or Federal court located in New York, New York, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND FCB HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR THE SITE. IN ADDITION, NEITHER YOU NOR FCB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER SITE USERS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this Agreement is found to be unlawful, void or unenforceable, then such provision shall be deemed severable from this Agreement and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement is the entire agreement between you and FCB relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and FCB with respect to such subject matter. This Agreement may not be assigned by you without FCB's prior written consent. The failure of FCB to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

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