

Au Pair of the Year Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Au Pair of the Year Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority in their jurisdiction of residence (and at least 18) and must have had an Au Pair live with their family at some point during 2018 through Au Pair in America. Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) of American Institute For Foreign Study, Inc. and its respective parents, affiliates, subsidiaries, prize supplier(s), distributors and advertising and promotion agencies are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws.

2. Sponsor

American Institute For Foreign Study, Inc., 1 High Ridge Park, Stamford, CT 06905.

3. Timing

Contest begins September 1, 2018 at 12:01 AM Eastern Time ("ET") and ends October 31, 2018 at 11:59 PM PT ("Contest Entry Period").

4. How to Enter

In an essay of 500 to 850 words, describe the characteristics that make your Au Pair exceptional; note the positive impact she/he has had on your family and describe how she/he has integrated into your local community and learned about America. There is no right or wrong way to do this; just write from the heart! Photos accompanying the essay are welcome. The essay and photo shall hereinafter collectively be referred to as the "Submission". Then during the Contest Entry Period email the Submission to aupairoftheyear@aifs.com. If requested by Sponsor, the entrant must be able to provide proof in a form acceptable to Sponsor that he/she is was the host family for the Au Pair. All Submissions are subject to approval by the Sponsor, which reserves the right not to post or, after posting, to remove, a Submission for any reason.

Limit one (1) Submission per entrant. Any attempt to make more than the stated number of Submissions may void all Submissions from that participant. An Au Pair can only be the subject of one (1) Submission. Subsequent Submissions received for any Au Pair after the first Submission received for that Au Pair will be void. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Terms and conditions, will not be eligible for voting or judging. Proof of sending does not constitute proof of actual receipt by Sponsor for purposes of these Terms and Conditions.

By making a Submission, participant warrants that participant is the copyright owner of the submission and hereby grants to Sponsor a royalty free, irrevocable, perpetual and worldwide license to use and display the Submission, without compensation of any kind or further notice to or approval from participant or any third party. Sponsor is not responsible for any unauthorized third party use of any Submission. Sponsor does not guarantee that any Submission made will be posted.

5. Terms of Submission

By submitting a Submission you agree Sponsor has the unrestricted right to use your Submission, commercially or non-commercially, including the worldwide right to publish and display Submission for in any media for advertising and publicity, all without additional review or compensation. By entering, you represent and warrant that (i) your entire Submission is an original work by you and you have not copied or used other works in your Submission without permission or right to do so; (ii) no person, other than you has any right, title or interest in any part of your Submission; (iii) your Submission will not infringe or violate any rights of any third party or entity, including, without limitation, trade secret, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation or any contractual rights; (iv) you have all the rights, licenses, permissions and consents necessary to submit the Submission in accordance with these official rules. You understand that Sponsor reserves the right to disqualify or refuse to post any Submission at any time for any reason at its sole discretion.

6. Submission Requirements

Submissions must be the original work of the participant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By making a Submission, participant warrants and represents that he/she consents to the submission and use of the Submission in the Contest and to its use as otherwise set forth herein. Submission may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media); if an image contains a watermark from a photographer, or is labeled as a sample/proof, it will not be eligible;
- Contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead (with the exception of the participant's child);
- Is inappropriate, offensive, or obscene;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

7. Winner Selection

Sponsor will ask the community counselor to submit a reference on behalf of all winning Entries under consideration. The reference will include details of the au pair's participation in the educational component, cluster meetings and activities and the special ways the au pair embraced her experience in America. Judges will be fair and impartial. Decisions of the judging panel will be final. Odds of winning depend on number of eligible Entries received and quality of submitted submission. Judging of submissions will be completed in the new year.

8. Verification of Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, telephone, or registered mail after the date of the judging. The potential winners will be required to sign

and return to Sponsor, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner.

9. Prizes

The prizes will be awarded to the Au Pair that is the subject of the winning Submission.

| <u>Prize</u> | <u>Description</u> | <u>Quantity</u> | <u>Value</u> |
|--------------|---|-----------------|---------------|
| Grand | 2 round trip tickets to reconnect with their hosting family in the U.S. | 1 | Up to \$3,000 |
| Runner Up | 1 round trip ticket to reconnect with their hosting family in the U.S. | 2 | Up to \$1,500 |

The prizes only consist of airfare for the Au Pair to visit the host family that entered them in the Contest. Travel arrangements require 60 days notice and are subject to availability at the time of booking. Travel will be booked to the nearest major airport. Flight will be chosen and booked by AIFS/ Gulliver’s Travels. Maximum value of \$1,500 per ticket. No lodging or other prizes will be provided. No cash equivalent for the prizes, prizes are nonY transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

In addition the grand prize winner will be nominated into the IAPA Au Pair of the Year Contest. The Sponsor has no involvement with the IAPA Au Pair of the Year Contest and all decisions are made by the IAPA. Being nominated has no value.

10. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Contest judges which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out

of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

11. Publicity

Except where prohibited, participation in the Contest constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of prizes will be awarded.

14. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Connecticut State Court located in Fairfield County, Connecticut; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the

laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

15. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at <http://www.aifs.com/privacy.asp>.

16. Contest Results

The winner and runner ups will be announced publicly on the Au Pair in America website.