

NATIONAL GEOGRAPHIC KIDS FAMILY FUN PACK GIVEAWAY SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. THE “NATIONAL GEOGRAPHIC KIDS FAMILY FUN PACK GIVEAWAY” SWEEPSTAKES (THE “SWEEPSTAKES”) AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY AT THE EARTH EXPLORERS EXHIBIT OR AT THE MUSEUM STORE AT THE NATIONAL GEOGRAPHIC MUSEUM AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY CALIFORNIA STATE LAW. VOID WHERE PROHIBITED BY LAW.

1. **SWEEPSTAKES DESCRIPTION:** The National Geographic Kids Family Fun Pack Giveaway Sweepstakes (the "**Sweepstakes**") is sponsored by National Geographic Partners ("**Sponsor**") located at 1145 17th Street NW, Washington, DC, 20036. The Sweepstakes begins on June 16, 2017 12:01 a.m. Eastern Time ("**ET**") and ends on September 17, 2017 at 11:59 p.m. ET (the "**Sweepstakes Period**"). At the end of the Sweepstakes Period, a random drawing will be conducted to select one (1) prizewinner from among all eligible entries received, as more fully set forth below. To be eligible for this Sweepstakes, all entries must be received by Sponsor by the end of the Sweepstakes Period in order to participate. Sponsor's database clock shall be the official time keeping device for all entries received in connection with this Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes, including without limitation eligibility determinations and shall not be subject to challenge or appeal.

2. **WHO MAY ENTER:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry and are attendees/visitors of the Earth Explorers Exhibition in the National Geographic Museum (the "**Exhibition**") and/or visitors of the National Geographic Museum Store are eligible to enter. Officers, directors, and employees of Sponsor, and each of their parent, subsidiary and affiliated companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters, and web suppliers (all such individuals and entities collectively referred to herein as the "**Promotion Entities**") and each of their immediate family members (children, spouse, parents, siblings) and individuals residing in their same household, whether or not related are ineligible to enter the Sweepstakes or win the prize. The potential prizewinners of this Promotion may be required to show proof of residency. Void where prohibited.

3. **HOW TO ENTER:** There are two methods of entry: **1) Visit the Earth Explorers Exhibition in the National Geographic Museum:** During the Sweepstakes Period, visit the Exhibition and locate the Sweepstakes kiosk and use the tablet located at the kiosk, fill out the digital entry form and follow the instructions to complete your entry ("**Entry**"). Each entrant will be asked to agree to the Official Rules by clicking the "I Agree" icon after filling out the entry form, thus acknowledging their receipt of the Official Rules and the copy of the Terms of Use of content collection. **2) Mail-In Entry:** Attendees/visitors of the Earth Explorers Exhibition or of the National Geographic Museum Store may pick-up a postcard ("**Postcard**") at either the Exhibition, or at the checkout desk in the National Geographic Museum Store. Fill out the pre-addressed Postcard and mail it in. No mechanically reproduced Postcards or facsimiles allowed. Postcards must be received by the end of the Sweepstakes Period. Each Postcard is worth one (1) entry and is limited to one (1) entry per person. If multiple entries are received, regardless of method of entry, only the first entry will be considered and subsequent entries will be disqualified. Incomplete entries are void. **There is a limit of one entry per person regardless of the method of entry.**

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this Sweepstakes may be shared with the Promotion Entities and Sponsor's other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsor and such promotional partners in compliance with their respective privacy practices. Without otherwise limiting the foregoing, any personal information supplied by a Sweepstakes entrant to Sponsor will be subject to Sponsor's privacy policy posted at <http://www.nationalgeographic.com/community/privacy/>. ("**Privacy Policy**"). By entering the Sweepstakes, each entrant grants Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities for the purpose of the Sweepstakes administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in the Privacy Policy.

Note: Entry must be made by the entrant, only in the manner as set forth herein. All other methods of entry are considered void, including but not limited to entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Any attempt by any participant to obtain more than one (1) Entry by

using multiple/different identities, registrations or logins, or any other methods will be declared void and as such deemed ineligible for this Sweepstakes. The use of any device to automate the entry process is prohibited.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users, wireless users, or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Sponsor is not responsible for lost, incomplete, late, damaged, or misdirected entries, email messages; or other communications malfunctions; interrupted or unavailable network, server or other connections including those through and/or by the Website; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to an entrant's or any other person's computer related to or resulting from participation in this Sweepstakes; printing or other errors appearing within these Official Rules or in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise.

4. **DRAWINGS AND PRIZEWINNER NOTIFICATION:** One (1) prizewinner will be selected. The potential prizewinner of the Sweepstakes will be selected in a random drawing from all eligible entries received during the Sweepstakes Period on or about October 1, 2017. The potential winner will be notified using the contact information provided during entry. Time is of the essence in awarding the prize. Each potential prizewinner will be required to respond within twenty-four (24) hours to Sponsor. If any selected prizewinner cannot be reached, or does not respond within twenty-four (24) hours of the initial attempt to notify such potential prizewinner, the prize package may be forfeited and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor will attempt to contact up to two (2) potential prizewinners in accordance with the above procedure, after which, the prize package may go unawarded if it remains unclaimed. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize package or any portion thereof for any reason prior to award, such potential prizewinner will be disqualified and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor shall have no liability for any prizewinner notification that is lost, intercepted, or not received by any potential prizewinner for any reason.

5. **PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:** One (1) Grand Prize is available. The prize shall consist of a Family Fun Pack which includes one (1) tablet; one (1) Brain Games Kids board game; one (1) View-Master VR Starter Pack; one (1) View-Master National Geographic Dinosaurs Experience; one (1) copy of *Ultimate Explorer Guide*; one (1) copy of *Ultimate Explorer Field Guide: Birds*; one (1) copy of *Ultimate Explorer Field Guide: Insects*; one (1) copy of *Ultimate Oceanpedia*; one copy of *This Book Stinks!*; one (1) copy of *Weird But True! 9*; one (1) copy of *Just Joking Jumbo*; one (1) copy of *Almanac 2018*; and a 1-year subscription to *National Geographic Kids Magazine*. The total approximate retail value ("ARV") for the prize package is Five Hundred Forty Two Dollars (\$542.00). **Odds of winning depend upon the actual number of entries received prior to the end of the Sweepstakes Period**

6. **GENERAL PRIZE RESTRICTIONS:** No cash alternative or prize substitutions will be allowed except Sponsor reserves the right to substitute prizes of comparable value if a prize listed is unavailable for any reason. The prize packages awarded herein are non-assignable and nontransferable. If lost, the prize package or any portion thereof will not be replaced. The prizewinner is solely responsible for the reporting and payment of any applicable taxes on a prize. In the event a prizewinner or his or her guest engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsor reserves the right to terminate the applicable event, in whole or in part, and send the prizewinner and/or his or her guests home with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the applicable prize package will be coordinated by a representative of Sponsor and the prizewinner will receive further notification with details on how to claim the applicable prize package.

7. **GENERAL PRIZE CONDITIONS:** Eligibility, age and all claims made by prizewinner(s) are subject to verification. Sponsor and its agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e-mails made by or sent to entrants. Prizewinner may be required to execute an Affidavit of Eligibility, a Liability Release and, where imposing such condition is legal, a Publicity Release ("**Affidavit/Publicity Release**"). The Affidavit/Publicity Release must be returned within the time indicated on the documents. If the potential prizewinner fails to return such documents within the prescribed time, then the potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries. Except where imposing such condition is expressly prohibited by law, the prizewinner's entry and acceptance of the prize constitutes permission for the Sponsor and its agents to use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity,

without further notice or compensation. Canadian residents may need to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise, prior to being declared a winner.

Depiction of the prizes in any advertising, promotional materials, or on the Website may not reflect the actual prize delivered to the winner. Sponsor or its agents shall not be responsible for delays in delivery of any prize once it has been shipped by Sponsor or its agents. Prizewinner shall bear all risk of loss or damage to the prize after it has been delivered to the prizewinner.

8. **CONDITIONS OF PARTICIPATION:** This Sweepstakes is subject to all applicable federal, state, and local laws. Each entrant hereby: (a) agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. This Sweepstakes may not be used for any form of gambling.

9. **IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system, which is occasioned by accessing the Website, or participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or operation of the Sweepstakes or to be acting in an unsportslike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE UNITED STATES, STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR

PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE OFFICIAL RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

By participating in this Sweepstakes, each entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Promotion Entities arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Los Angeles, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or the applicable Promotion Entities' individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Promotion Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Promotion Entity exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant 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 entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, 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, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED BY SPONSOR TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

11. **COPY OF OFFICIAL RULES/WINNERS LIST:** Visit www.natgeo.org/EarthExplorersFunPack or the National Geographic kiosk to view a copy of the Official Rules or any legally required winners' list. Any legally required winners' list may be available for a period of thirty (30) days following the end of the Sweepstakes Period. The Official Rules may not be available following the end of the Sweepstakes Period.

12. **SPONSOR:** National Geographic Partners, 1145 17th Street NW, Washington, DC, 20036