

## “HEROES WITHOUT CAPES” Campaign Official Rules (U.S. & CANADA)

In these challenging times, it is our front liners who show courage amid adversity, grit during hardship and compassion throughout uncertainty. This campaign is our way to thank and salute today’s heroes without capes!

1. **Campaign Period:** The “Heroes Without Capes” campaign (“Campaign”) begins at 12:00 a.m. Pacific Time (“PT”) on March 25, 2020 and ends 11:59:00 p.m. PT on May 15, 2020 (“Campaign Period”).
2. **Eligibility:** The Campaign is open to all Canadian and US residents who are of the age of majority in his/her state/province/country of residence as of date of entry in the Campaign. This Campaign is subject to all applicable municipal, federal, state and local laws and regulations. VOID WHERE PROHIBITED BY LAW. No additional purchase necessary.
3. **How to Enter:** To participate in the Campaign, starting March 25, 2020 12:00:00 a.m. P.T. until May 15, 2020 11:59 p.m. P.T., you (the “Participant/s”) must: 1) Go to the Campaign’s webpage ([myTFC.com/heroeswithoutcapes](https://mytfc.com/heroeswithoutcapes)); 2) Complete registration and submit a form containing Participant’s name, address and other personal information, and upload the photos with accompanying information about the entries/submissions.

All entries/submissions are due by 11:59 p.m. P.T. on May 15, 2020 in order to be considered in the Campaign (end of “Campaign Period”).

### **Guidelines in choosing the photo/video:**

- Subjects should be wearing their uniform or showing their place of work as the background.
- The pictures can be done in groups or solo.
- Due to the volume of photo submissions, there is a possibility that not all photos might be used for the promo materials of the Campaign to be aired by Sponsor, in its own discretion. Selected photos may be viewed on [mytfc.com/heroeswithoutcapes](https://mytfc.com/heroeswithoutcapes).
- Participants must ensure that all photo submissions are legitimate and of real people, and accompanying information are accurate and verifiable.

By submitting the registration form (available at: <https://mytfc.com/heroeswithoutcapes>), and the photo/video, you are allowing ABS-CBN International and ABS-CBN Canada ULC, and their existing and future subsidiaries and affiliates such as ABS-CBN Global Ltd. (Philippine Branch), ABS-CBN Foundation International, ABS-CBN Middle East FZ-LLC, ABS-CBN Europe Ltd., ABS-CBN Foundation Europe, ABS-CBN Australia Pty Ltd., ABS-CBN Japan, Inc., ABS-CBN Global Ltd. (Taiwan Branch), and ABS-CBN Corporation. (collectively, “ABS-CBN Group”) and their respective authorized agents, to use the information you submitted to Heroes Without Capes Campaign. You understand that Heroes Without Capes Campaign may air on The Filipino Channel and all of Sponsors’ platforms, subject to Sponsor’s sole discretion. You hereby authorize Sponsors to reproduce, copy, exhibit, publish, or distribute all photographs video materials and/or audio tapes. You understand and agree that Sponsor will be held free and clear of any responsibility or claim for personal liability during the production of Heroes Without Capes Campaign.

### **4. Contributions:**

All entries/submissions submitted for this Campaign will be deemed user contributed materials and shall be subject to the policies regarding “User Contributions, Reviews and Comments” and “User Posted Material” detailed in Sponsor’s website (available URL: <https://mytfc.com/Terms-of-Use>).

Participant agrees and represents that he/she will not submit entries or otherwise make available any of the following: a.) harsh, profane indecent, offensive or discriminatory language; b.) illegal,

obscene, defamatory or objectionable materials; c.) personal information, URLs, phone numbers, contact information, home, office, mailing or e-mail addresses; d.) personal attacks on another person or entity; e.) unauthorized advertising or promotional materials or any form of solicitation; f.) software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or computer hardware or telecommunication equipment. Violation of the foregoing will result in the immediate blocking, suspension or termination of your access to Sponsor's website and in participating in the Campaign. Additionally, in the event of any injuries or damages resulting from such violation to either Sponsor, ABS-CBN Group, their subsidiaries and affiliates or other users of the website, you may be exposed to all applicable civil and/or criminal penalties.

You understand and agree that all information, name, voice, likeness, data files, written text, photos and videos (collectively "Material"), which you have submitted for this Campaign are your sole responsibility.

ABS-CBN does not endorse any Material submitted by Participants and such Material does not reflect the opinion or policies of ABS-CBN and its Subsidiaries and Affiliates, nor of their employees, directors, shareholders, officers, agents, or representatives.

You represent and warrant that you own the Material you submitted or that you have obtained permission from the rightful owner/s of the Material, and secured any and all necessary rights, consents and authorizations from any and all persons featured in the Material, to submit and use such Material for this Campaign and that Sponsor may rely on such consent and authorization secured. Participant acknowledges that the Material submitted for this Campaign may be used by Sponsor without restriction for any purpose whatsoever, including, without limitation, editing, reproduction, disclosure, transmission, publication, broadcast or posting, and Participant hereby irrevocably waive, release and give up any claim that any use of such violates any of Participant's rights, including without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas.

You also represent and warrant that the submission of the Material does not violate the right of any party or entity, including but not limited to invasion of privacy or infringement of intellectual property rights. You agree to indemnify and hold ABS-CBN, its Subsidiaries and Affiliates, their employees, directors, shareholders, officers, agents, or representatives, free and harmless from and against any claim, suit, liability or damages which may arise out of or in connection with any Material which you submitted for this Campaign. You also grant ABS-CBN and its Subsidiaries and Affiliates a perpetual, irrevocable, worldwide, royalty-free, unrestricted, unconditional and non-exclusive license to use, reproduce, adapt, modify, translate, publish and distribute the Material, in whole or in part, or make the same available on any platforms or channels or ABS-CBN, its Subsidiaries and Affiliates, for any purpose, without any compensation whatsoever.

We reserve the right, but shall have no obligation, to pre-screen, monitor, review, edit, modify, flag, refuse or remove any Material upon our reasonable belief that such Material is offensive, indecent, objectionable, infringes the right of a person or entity, or for any reason whatsoever at any time, and not use such Material in this Campaign.

#### 5. Privacy:

Any personal information that a Participant provides in connection with this Campaign shall be used by Sponsor to implement the Campaign, contact Participants and for the other purposes set forth in the Sponsor's Privacy Policy posted at <https://usa.mytfc.com/privacy-policy-us> (the "Privacy Policy").

By participating in this campaign, you agree to and accept the terms of such Privacy Policy, and the Privacy Policy is hereby incorporated into these Official Rules.

#### 6. General Rules:

Sponsor reserves the right to cancel the Campaign if it becomes technically corrupted or based on its sole discretion. Neither the Sponsor/s nor the Sponsor Affiliates assume any responsibility for

incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical error, printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, telephone/computer equipment, software or any combination thereof.

By joining, you authorize the Sponsor to send you communications regarding its products and special offers in any or all promotional format(s). You may request to be removed from receiving future communications from the Sponsor by emailing us at [customerserviceUS@abs-cbn.com](mailto:customerserviceUS@abs-cbn.com) (for US residents) or [customerserviceCA@abs-cbn.com](mailto:customerserviceCA@abs-cbn.com) (for Canada residents) with the subject "Unsubscribe: Heroes Without Capes"

You acknowledge that you voluntarily joined the Campaign without any compensation and assumes all risks arising from or associated with the participation in the Campaign.

Sponsor reserves the right to withdraw or discontinue, temporarily or permanently, the Campaign with or without prior notice to the Participant, due to reasons outside of its reasonable control and with no liability.

Participant agrees and acknowledges that Sponsor and the ABS-CBN Group shall not be liable for, and that the Participant shall hold the ABS-CBN and ABS-CBN Group free and harmless from, any loss, claim, suit, proceedings or damage in connection with Participant's participation in the Campaign.

Sponsor reserves the right to amend the Official Rules of this Campaign in any way, at any time, and for any reason. Any amendments to these Official Rules will become binding upon all Participants at the time they are posted.

**7. Governing Law and Venue:**

The Campaign and these Official Rules will be governed, construed, and interpreted under the laws of California, USA. Except where prohibited, by participating in this Campaign, Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Activity(ies), or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Campaign but in no event attorneys' fees; and (c) under no circumstances will any Participant be permitted to obtain awards for and 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.

**8. Sponsor/s:** The Sponsors of the Campaign are as follows:

For US: ABS-CBN International (2001 Junipero Serra Blvd., Suite 200, Daly City, CA 94014)

For Canada: ABS-CBN CANADA ULC 300 Consilium Place Suite 105, Scarborough, Ontario, Canada M1H 3G2