

**MYX's #Discovered CONTEST  
CONTEST TERMS AND CONDITIONS**

**Important: Please read these Official Rules before participating in this Contest. By participating in this Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

**OFFICIAL RULES - NO PURCHASE NECESSARY TO JOIN. OPEN ONLY TO ENTRANTS WHO ARE 18 YEARS OF AGE ON THE DATE OF POSTING THE ENTRY AND PHYSICALLY PRESENT IN THE UNITED STATES OR CANADA (EXCLUDING QUEBEC) DURING THE ENTIRE CONTEST PERIOD. ENTRIES WILL ONLY BE ACCEPTED THROUGH THE KUMU APP. BY PARTICIPATING, EACH ENTRANT UNCONDITIONALLY ACCEPTS AND AGREES TO COMPLY WITH AND ABIDE BY THESE OFFICIAL RULES LOCATED ON THE CONTEST PAGE IN THE KUMU APP AND THE DECISIONS OF ABS-CBN INTERNATIONAL, LOCATED AT 2001 JUNIPERO SERRA BLVD. SUITE 200, DALY CITY, CALIFORNIA 94014, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS. ABS-CBN WILL AWARD THE PRIZES LISTED BELOW. THE CONTEST PERIOD BEGINS AT 17:00:00 PACIFIC TIME ON JUNE 26, 2019 AND ENDS AT 23:59:59 PACIFIC TIME ON JULY 26, 2019 ("CONTEST PERIOD"). VOID WHERE PROHIBITED.**

1. Description of Contest: "Myx's #Discovered (the "Contest") is brought to you by ABS-CBN International ("ABS-CBN"). By joining the Contest, the Contestant gets a chance to be declared as the Winner of the Contest, receive the Prize described below and perform with Filipino artists during the iWant-ASAP Concert Experience to be held on August 1, 2019 at TFC Studio, Daly City, California and the ASAP Natin 'To Concert on August 3, 2019 at SAP Centre, San Jose California.

2. Eligibility: The Contest is open to anyone who is physically present in the United States or in Canada (excluding Quebec) during the entire Contest Period who are at least 18 years old as of the date that the Contestant joined the Contest ("Contestant"). The Contest is void where prohibited by law. Persons in the following categories are NOT eligible to participate or win a prize in the Contest: (a) Sponsor and its sponsors and their parents, subsidiaries, affiliates, service agencies, and independent contractors such as KumuMedia Technologies, and each of their respective directors, officers, employees, members, and agents (collectively, the "Contest Entities"); (b) persons engaged in the development, production or distribution of materials for this Contest; and (c) persons who are immediate family members (defined as spouse or life partner or biological or step-mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in either (a) or (b), regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. IF A CONTESTANT DOES NOT MEET THE FOREGOING REQUIREMENTS OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, THE ENTRANT IS NOT ELIGIBLE TO WIN A PRIZE AND ABS-CBN RESERVES THE RIGHT TO IMMEDIATELY REMOVE RELEVANT ENTRIES ON THE CONTEST PAGE AND/OR NOT TO AWARD THE APPLICABLE PRIZE TO THE ENTRANT. The Contest is subject to all applicable laws and regulations.

3. Agreement to Rules: By participating, the Contestant agrees to be fully and unconditionally bound by these Rules, and the Contestant represents and warrants that he/she meets the eligibility requirements. In addition, the Contestant agrees to accept the decisions of ABS-CBN in connection with the Contest as final and binding.

#### 4. How to Enter:

##### Preliminary Period/ Call for Entries

- a) Contestant must download the Kumu App on his/her Kumu compatible device, register as a Kumu user, and agree to Kumu's terms and conditions. Upon successful registration, the Contestant must click the MyxTV banner or icon to proceed to the Myx #Discovered page ("Contest Page") to register as a contestant and to accept these Official Rules.
- b) From June 26, 2019 17:00:00 Pacific Time to July 12, 2019 00:00:00 Pacific Time ("Preliminary Round Period"), the Contestant must perform his/her song/s via livestream on the Kumu App from a selection of songs that are available on the Contest Page ("Entry/ies"). The Contestant may perform multiple livestream performances during the Preliminary Round Period and each of the Contestant's livestream performances that are uploaded to the designated Contest Page in the Kumu App will be considered as a separate Entry from Contestant to the Contest. Contestant's Entries will be recorded by Kumu and will be available through the Kumu App for viewing during the Preliminary Round Period. In addition, each Entry must comply with the following guidelines: (a) the Entry must only feature songs from the list of songs available on the Contest Page; (b) the Entry must not depict or promote any illegal, violent, dangerous or discriminatory behavior or contain any material that is threatening, indecent, violent, obscene or offensive; (c) the Entry must not previously have been published or won any award; (d) the Entry must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that defames any person, or that is unlawful, in violation of or contrary to any applicable law or regulation; (e) the Entry must not depict any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or display; and (f) Entrant has obtained all permissions, licenses and consents that are necessary for the submission of the Entry and the use of the Entry as permitted pursuant to these Official Rules.
- c) Kumu users worldwide ("Kumu User") may watch all the Entries of the Contestants (both livestream and VOD) and each Kumu User can show his/her support for the Contestant who he/she thinks is the most talented and has stage presence/impact, audience charm, vocal talent, and creativity, by voting in any of two ways (the "Voting Methods"):
  - i. 1<sup>st</sup>. By giving the Contestant free myxTV 'Vote Now' virtual gift ("Free Virtual Gift") while watching the Entry of the Contestant. Each Free Virtual Gift corresponds to 100 virtual diamonds for the Contestant. A Kumu User may give up to five (5) Free Virtual Gift per day to any Entry of any Contestant of his/her choice during the relevant contest period. The diamonds corresponding to the Free Virtual Gift has no equivalent monetary value or coins on the Kumu App and could not be cashed out.
  - ii. 2<sup>nd</sup>. By sending to Contestant any of the other myxTV #Discovered Contest virtual gifts purchased by User in the Kumu App ("Contest Virtual Gift") following Kumu's rules on the purchase and distribution of Virtual Items. Each Contest Virtual Gift has varying equivalent virtual diamonds which you can see in the Contest Page of the Kumu App. A user can give as much Contest Virtual Gifts as user prefers to any Entry of any Contestant. Only virtual diamonds coming from purchased Contest Virtual Gifts can be cashed out by recipient following Kumu's rules on 'Virtual Diamonds-Cashing Out'.

- d) The qualified Top 20 Contestants with the most number of virtual diamonds for all of his/her Entries will advance to the Semi-Finals Round.
- e) ABS-CBN will announce the Top 20 Contestants who will advance to the Semi-Finals via a livestream show on Kumu on July 13, 2019 at a time (Pacific) to be announced on the Contest Page. The Top 20 Contestants will also be contacted by ABS-CBN via email or phone call.

### **Semi Finals**

- f) The selected Top 20 Contestants will have to submit validation documents such as proper identification cards, as may be required by the Sponsor, in order to qualify and participate in the Semi-Finals. Failure to submit the required validation documents may result in Contestant's forfeiture of his/her participation as a Top 20 Contestant. As such, the next highest scoring Entry will have a chance to qualify as a Top 20 Contestant.
- g) From July 13, 2019 at 18:00:00 Pacific until July 19, 2019 at 18:00:00 Pacific (the "Semi-Finals Period"), the Top 20 Contestants must perform new song Entries via livestream following the same guidelines as those set in the Preliminary Round Period.
- h) The virtual diamonds received by the Top 20 Contestants will reset to zero at the start of the Semi-Finals. The Semi-Finals Entries will be scored based on Kumu Users' votes (in accordance with the Voting Methods) which Contestant Received during the Semi-Finals Period.
- i) All virtual diamonds received during the Semi-Finals Period will be computed and tabulated. The Top 5 Contestants with the highest total virtual diamonds at the end of the Semi-Finals Period will advance to the Finals / Grand Battle Round. The names of these Top 5 Contestants will be announced via livestream on July 20, 2019 at a time (Pacific) to be announced on the Contest Page.
- j) In case of a tie, the Contestant/s subject of the tie will advance to the succeeding round.

### **Finals / Grand Battle**

The Finals / Grand Battle will be held on July 26, 2019 at 18:00:00 Pacific Time and will be aired livestream on the Kumu App.

- k) During the Finals/ Grand Battle, the Top 5 Contestants will perform one (1) song/s from a list of pre-determined songs for this level.
- l) The virtual diamonds received by the Top 5 Contestants will reset to zero at the start of the Finals/Grand Battle.
- m) The performance for the Finals/Grand Battle will be scored based on the following:
  - a. 50% will come from Kumu user's votes (in accordance with the Voting Methods) received by Contestants from the opening of the Grand Battle livestream on July 26, 2019 18:00:00 Pacific Time until July 28, 2019 at 18:00:00 Pacific Time; and

- b. 50% will come from the Board of Judges scores based on the following criteria for judging:

Vocal Skill – 40%  
Impact / presence – 30%  
Creativity – 30%  
Total: 100%

- n) In case of a tie, the Contestants subject of the tie breaker will perform again via a livestream on July 29, 2019 at a time to be announced on the Contest Page (“Extended Round”). During the Extended Round, the Kumu Users will be provided a limited time to vote and the Board of Judges will rate the performance based on the previous set of criteria. The same formula during the Finals/Grand Battle will be applied in computing the total score of the Contestants for the Extended Round.
- o) The Contestant with the highest total score at the end of the Finals/Grand Battle and Extended Round, as applicable, will be declared as the Winner.

5. Prizes. The Winner will receive the following prizes:

- i) One Thousand US Dollars (USD1,000) cash;
- ii) Featured performer with an ASAP celebrity at the iWant ASAP Concert Experience in Daly City on August 1, 2019;
- iii) Participation as a performer in a segment during the ASAP Natin ‘To in the Bay Area Concert in San Jose, California on August 3, 2019;
- iv) Roundtrip economy airfare from the airport nearest Winner’s city of residence at the time of the announcement of winner to the airport in San Jose or Daly City, as determined by ABS-CBN and/or transportation and transfers to San Jose and Daly City, California for the Winner and one (1) companion (travelling together with the Winner), double occupancy hotel accommodations for \_\_\_\_ nights; and per diem for meals, at the sole discretion and choice of ABS-CBN.
- v) Guest appearances on myxTV, Kumu, Balitang America, Adobo Nation and other ABS-CBN channels, at the sole discretion of ABS-CBN.

The non-cash elements of any Prize are non-refundable or not convertible to cash. Additional terms and conditions apply to the Winner’s Prize and/or the Finalists participation, including without limitation agreement to travel to the United States to participate in the concerts in San Jose and Daly City. No prize substitution shall be permitted except at ABS-CBN’s sole discretion. The prize is non-transferable. ANY AND ALL PRIZE-RELATED EXPENSES, INCLUDING WITHOUT LIMITATION ANY AND ALL TAXES, SHALL BE THE SOLE RESPONSIBILITY OF THE WINNERS. Winner and Finalists may be required to complete a W9 Tax Form and may be required to furnish his or her social security number for the sole purpose of preparation of any tax forms as required by law. Acceptance of the Prize constitutes permission for ABS-CBN to use Winners’ name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Winner and Finalists are subject to verification. All Winner and Finalists will be required to verify their eligibility by completing, signing, and returning an Affidavit of Eligibility/Liability Release/Publicity Release and to consent to additional terms governing the Finalist's participation in the Finals / Grand Battle and the Winner's participation in the Concerts and other post-contest activities. A failure to sign such Affidavit of Eligibility/Liability Release/Publicity Release or to commit to participation in the Final or Concert within 4 calendar days of notice of an Entrant's selection as a Finalist and/or Winner may result in Contestant's forfeiture of his/her participation. If the Prize is forfeited, Sponsor will award the Prize to the next highest scoring Entry. At any period during the Contest, ABS-CBN may conduct a background check on the Winner or any Finalist. ABS-CBN reserves the right to disqualify any person from receiving any prize or attending any events, based on such background check if ABS-CBN determines, in its sole discretion, that awarding any prize to such Winner or Finalist, or permitting the attendance of the Contestant at any event, could result in a safety or security risk to any person or persons or could result in the disruption of any event associated with the Contest.

6. Warranties: By submitting the Entry for the Contest, the Contestant agrees that:

- a) The Contestant warrants that his/her Entry submitted does not contain illegal, obscene, defamatory, objectionable or infringing material. The Contestant understands and agrees that ABS-CBN and KumuMedia Technologies ("KumuMedia") does not support nor endorse any Entry submitted by the Contestant and such Entry does not necessarily reflect the opinion or policies of ABS-CBN, KumuMedia, nor of their employees, directors, shareholders, officers, agents, or representatives.
- b) The Contestant represents and warrants that he/she owns, and/or has secured any and all necessary rights in and to his/her Entry. The Contestant warrants that he/she will perform songs from the list of songs approved by ABS-CBN only. The Contestant also represents and warrants that his/her Entry does not violate the right of any party or entity, including but not limited to invasion of privacy or infringement of intellectual property rights. If the Entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Contestant shall, at his sole expense, defend or settle against such claims. The Contestant shall indemnify, defend, and hold harmless ABS-CBN and KumuMedia from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which ABS-CBN or KumuMedia may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- c) The Contestant represents, confirms and warrants that he/she has secured the necessary consent of and authorization from any and all of the other performers or persons appearing or involved in the Entry in connection with the their appearance on, performance and involvement in the Entry, the recording, posting, submission, exhibition, airing, broadcast, display, preproduction, adaptation, modification, translation, publication, distribution and use of their performances, names, images and likeness in the Entry for the Contest on Kumu, and for and any and all programs, channels and platforms now existing or hereafter developed, of ABS-CBN, its parent, subsidiaries and affiliates, worldwide and in perpetuity.
- d) The Contestant hereby grants ABS-CBN, and its subsidiaries and affiliates an unencumbered, perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, exhibit, broadcast, rebroadcast, encode, compress, encrypt, synchronize, display, publicly perform and distribute his/her Entry and other performances

related to the Contest, in whole or in part, in any and all media or platform now existing or hereinafter developed. Contestant waives and agrees not to assert Contestant's so-called "moral rights", if any.

- e) For avoidance of doubt, the Contestant gives his/her consent, without compensation to ABS-CBN or KumuMedia, to use his/her Entry for publicity and promotional purposes in connection with ABS-CBN or KumuMedia.
- f) The submission of the Entry, in whole or in part, does not establish or create by any express or implied relationship between ABS-CBN or KumuMedia, or their respective subsidiaries and affiliates and the Contestant including but not limited to any relationship of principal and agent.
- g) ABS-CBN will not return the Entry to Contestant. Upon submission, the Entry will become the property of ABS-CBN and may be discarded without notice. ABS-CBN, and its subsidiaries and affiliates shall not be liable in any way if the Entry or part of it is lost, misplaced, stolen or destroyed.
- h) ABS-CBN and KumuMedia reserves the right, but shall have no obligation, to pre-screen, review, edit, modify, flag, refuse, disqualify or remove any Entry submitted for the Contest or made available on the Facebook Page upon ABS-CBN's reasonable belief that such Entry is offensive, indecent, objectionable, infringes the right of a person or entity, violative of these Terms or for any reason whatsoever, at any time without notice to Contestant.
- i) The foregoing terms and conditions shall apply to any person/entity who submits an Entry for the Contest even if his/her Entry does not qualify as an Entry.

7. Terms & Conditions: ABS-CBN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond ABS-CBN's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, ABS-CBN may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by ABS-CBN. Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person or otherwise violates these Official Rules. ABS-CBN has the right, in its sole discretion, to maintain the integrity of the Contest. Any attempt by Contestant (or any voter) to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, ABS-CBN reserves the right to seek damages to the fullest extent permitted by law.

8. Indemnification: By entering, the Contestant hereby agrees to release and hold harmless ABS-CBN and the Contest Entities and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, including, but not limited to, from: (i) such Contestant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any

computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; and (v) electronic or human error in the administration of the Promotion or the processing of entries.

9. Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Terms and Conditions, or your rights and obligations in connection with the Contest, will be governed by California law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than California. As a condition of participating in this Contest, you agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved through binding and final arbitration instead of through court proceedings. You and Sponsor hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and Sponsor relating to these Official Rules or the Contest (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, ABS-CBN will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or ABS-CBN from seeking action by federal, state, or local government agencies. You and ABS-CBN also have the right to bring qualifying claims in small claims court. In addition, you and ABS-CBN retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Contest Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Contest Terms and Conditions.

Neither you nor ABS-CBN may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or ABS-CBN's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Contest Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or

requirement. Such a waiver shall not waive or affect any other portion of these Contest Terms and Conditions. This Section of the Contest Terms and Conditions will survive the termination of your relationship with ABS-CBN.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

10. Privacy Policy: Information submitted with an Entry is subject to the Privacy Policy stated on the Contest Page and on the Kumu App.

11. Winners List: To obtain a copy of the Winner's name or a copy of these Terms and Conditions, mail your request along with a stamped, self-addressed envelope to:

Attention: Ms. Cherry Laraya (Marketing Manager)  
ABS-CBN International  
2001 Junipero Serra Blvd. Suite 200,  
Daly City, California 94014

12. Sponsor: The Sponsor of the Contest is:

ABS-CBN International  
2001 Junipero Serra Blvd. Suite 200,  
Daly City, California 94014

13. General. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of ABS-CBN. 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. The Contest is void where prohibited by law. By submitting the Entry, the Contestant has affirmatively reviewed, accepted, and agreed to all of the Contest Terms and Conditions.