

## TMZ SHOW US YOUR WACKY TALENT CONTEST

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A CONTEST OF SKILL.**

- **OFFERED ONLY IN THE UNITED STATES. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT WILL BE REQUIRED.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **MINOR ENTRANTS (GENERALLY, THOSE UNDER AGE 18 OR 19; AGE OF MAJORITY VARIES WITH ONE'S JURISDICTION OF RESIDENCE): YOU MUST ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND HELP TO ENTER. WINNER'S PARENT/LEGAL GUARDIAN WILL BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND REQUIRED TO EXECUTE THE PRIZE ACCEPTANCE DOCUMENTS OR THE PRIZE MAY BE FORFEITED. EACH MINOR ENTRANT'S PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE OFFICIAL RULES BOTH INDIVIDUALLY AND ON BEHALF OF MINOR ENTRANT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES

#### 1. ELIGIBILITY:

The "TMZ SHOW US YOUR WACKY TALENT CONTEST" (the "Contest"), sponsored by EHM Productions Inc. ("Sponsor"), is open to individuals who meet the following criteria: (a) are thirteen (13) years of age or older at the time of entry and (b) are a legal resident of and physically residing in one of the 50 United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations and wherever prohibited by law) (referred to as "Contestant" or "Entrant"). Neither Sponsor nor employees of Sponsor, "TMZ", Warner Media, Warner Bros. Entertainment, Telepictures Productions Inc. and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, advertising, promotion and public relations agencies, prize suppliers, and their respective officers, directors, employees, agents, independent contractors, representatives and agencies (collectively, the "Contest Entities") are eligible to participate in the Contest and/or win the Prize (as defined below). Additionally, immediate family members of such employees and persons living in the same household as such employees (whether related or not) are not eligible to win. For the purposes of this Contest, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses. By participating in the Contest, each entrant (and a minor entrant's parent or legal guardian on a minor's behalf) unconditionally accepts and agrees to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. Each minor entrant's parent or legal guardian agrees to be bound by these Official Rules both individually and on behalf of the minor entrant.

#### 2. ENTRY PERIOD:

The entry period for the Contest begins Wednesday, February 12, 2020 at 6:00:00 a.m. Pacific Time ("PT") and ends at 11:59:59 p.m. PT on Tuesday, February 25, 2020 (the "Contest Period").

**3. HOW TO ENTER:** Online entry is the method of entry for the Contest. Entries received before and/or after the Contest Period will be void. All entries become the sole property of Sponsor and will not be acknowledged or returned. Sponsor's computer will serve as the official time piece for the Contest. In order to enter the Contest, contestant must go to the webpage located at [www.t TMZcontest.com](http://www.t TMZcontest.com) during the Contest Period and follow the steps below:

- A. Contestant must upload and submit an original video of contestant demonstrating or performing his/her talent ("Video"). The duration of the Video must be no longer than ninety (90) seconds and be sure to identify yourself as the contestant.
- B. Contestant must submit the following information:

- Personal Information: Contestant's first name, last name, e-mail address, and phone number ("Personal Information")
- Contestant will also be required to check a box acknowledging that Contestant agrees to the terms and conditions and has read and accepts this Contest's Official Rules.

**All entries must be received by 11:59:59 p.m. PT on Tuesday, February 25<sup>th</sup>. Limit of one (1) entry per person will be accepted.** Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in only the initial entry being accepted or the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Once submitted, entries cannot be modified, amended or supplemented. Any acknowledgment of receipt of entry (e.g., a comment posted in reply on social media) does not constitute any representation of eligibility of entry nor is it otherwise binding upon Sponsor except to indicate that the entry has been received. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address used to submit the entry provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor's designated database clock will be the official timekeeper for this Contest. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Contest will be non-exclusively licensing (with the unlimited right to sublicense) to Contest Entities the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. Any entrant posting or submitting content with obscene or other inappropriate material may be disqualified by Sponsor, in its sole and absolute discretion. The Contest Entities may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

**4. VIDEO CONTENT SUBMISSION RULES AND GUIDELINES:** Any Video submitted that does not meet the following "Content Guidelines" are subject to disqualification, at Sponsor's sole and absolute discretion, so read and follow the Content Guidelines provided below:

- Video must be no longer than ninety (90) seconds in length.
- Video should be conducted in English.
- Submissions must comply with these Official Rules and any Terms of Use/Service posted on tmz.com and meet all specifications or requirements called for in any advertising for the Contest.
- Except for materials that are in the public domain, each Video, in its entirety, must be a single work of original material created by the participant, or for which participant has all rights required to comply with these Official Rules.
- Video must be suitable for presentation in a public forum. No profanity, violence, nudity, or obscene material is allowed. Do not include any deceptive, disparaging, defamatory, harassing, or hateful material in your Video or any virus or harmful code.
- Except for materials in the public domain, Videos must include only materials created by the participant, or for which participant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity.
- Submissions may only include original music created and performed solely by participant (i.e., songs must be composed, lyrics written and performed by participant). Videos that include any other songs or recordings are inappropriate and will be subject to disqualification.
- Any third-party content appearing in Video must appear in a non-infringing manner where that content is incidental, in the background, and not the focal point of any Video (all as determined by Sponsor in its sole discretion).

- The Video should not contain or reference any music, or any brand names, products or services of any company, or any third-party trademarks, copyrights, logos, trade dress or promotion of any brand, product or service.
- Submissions cannot depict or encourage dangerous or illegal activities and must not in any way violate any federal, state, or local law, rule, or regulations.
- The contestant must be the person demonstrating or performing the talent featured in the Video and may not utilize video-editing software to manipulate or misrepresent contestant's talent.
- Entrant must have prior written permission from any individuals that appear or are identified in their Video (e.g., family members, friends). The entrant must have prior to submission obtained such person's written consent, or in the case of a minor, the written consent of his/her parent or legal guardian, to the use by the Sponsor of the Video including such person's name, image and/or other identifying information, as applicable, as permitted hereunder. Proof of consent/permission may be required as condition of prize award.

## **5. WINNER SELECTION PROCESS AND PRIZE:**

At the conclusion of the Contest Period, Video Content submitted during the Contest Period will be reviewed by a qualified panel of judges selected by Sponsor in Sponsor's sole discretion. The judging will take place at Sponsor's offices in California or another location of Sponsor's sole choosing. The winner will be determined, at the sole discretion of the judging panel, based 33.3% on creativity, 33.3% on originality, and 33.3% on presentation and appropriateness to the theme of the Contest. The contestant with the Video receiving the most votes by the judges will receive the Grand Prize (as defined below). In the event of a tie, the potential winner will be the contestant whose Video scored the highest for originality, as determined by the judges and continuing thereafter in each category until the tie is broken.

### **GRAND PRIZE:**

- The winner with the greatest number of votes will receive a one-time payment of Five Thousand U.S. Dollars (\$5000.00).

If potential winner is found ineligible or fails to comply with these Official Rules, such Contestant's claim to the prize is forfeited and an alternate qualifying and eligible contestant may be selected, according to the Judging Criteria.

**A CONTESTANT IS NOT CONSIDERED THE WINNER OF THE PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF CONTESTANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES.**

The winner will be solely responsible for all federal, state, local and/or provincial taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) may be required to provide Sponsor with a valid social security number (if winner is residing in the U.S.) before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Contest Entities are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Contest Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize(s) will be awarded. The total ARV of all of the prize(s) awarded in this Contest is Five Thousand Dollars (\$5,000) (USD) The Contest Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material.

## **6. PRIZEWINNER NOTIFICATION PROCESS:**

The potential winner will be notified using the information provided during entry by email in a commercially reasonable time after the judging period. The potential winner must respond within forty-eight (48) hours and in accordance with the instructions in the notification or the prize may, in Sponsor's sole discretion, be forfeited. The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or direct message on a social media platform (as applicable). The Contest Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, one's privacy settings on a given social media platform, or insufficient space in entrant's email account to receive email messages.

Potential winner will be required to submit an Affidavit of Eligibility/Release of Liability/Prize Acceptance Agreement (collectively, the "Affidavit") and return the Affidavit within seventy-two (72) hours after initial notification before being eligible to receive his or her prize. If potential prizewinner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prizewinner, such potential prizewinner may be disqualified and an alternate winner may be selected (time permitting). Non-compliance shall result in disqualification and award of the prize to an alternate winner. If winner is under the age of majority in their state/jurisdiction of, such minor's parent or legal guardian will be required to also sign the Affidavit in order for the winner to be qualified to receive his or her prize. If potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prizewinner cannot attend or participate in any portion of the prize, or declines the prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected (time permitting). The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

## **7. PRIVACY STATEMENT:**

Contestants' personal information will be utilized by the Sponsor for administration of the Contest/fulfillment of Contest Prize and to comply with legal requirements. To review Sponsor's privacy policy, go to <http://www.warnerbros.com/privacy-center-wb-privacy-policy>. To review Sponsor's terms of use, go to <http://www.warnerbros.com/term-use>. By entering this Contest, Contestants accept and agree to abide by these privacy policies and terms of use.

## **8. OWNERSHIP AND LICENSE:**

All Contest related materials, including Video content (collectively, "Submission") become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the Contestant, but entry into this Contest constitutes Contestant's irrevocable and perpetual permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereafter invented, throughout the universe, for the duration or the copyright in the Submission. Sponsor and/or others authorized by Sponsor shall have the right to edit, adapt, and modify the Submission. Sponsor has no duty of confidentiality and that if Sponsor creates content that somehow resembles that of an Entry, Sponsor will not have liability of any kind as to same.

## **8. PUBLICITY GRANT:**

Subject to applicable law, winner irrevocably grant the Contest Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and in all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any compensation, obligation, notice or consideration except for the awarding of the prize to the winner.

## **9. WAIVERS, DISCLAIMERS AND RELEASES:**

By participating in this Contest, entrant (or entrant's parent if entrant is under the age of majority in their state/jurisdiction of residence) agrees to release, discharge, indemnify and hold harmless the Contest Entities and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrants' participation in the Contest (including travel to/from any Contest activity); (ii) any acceptance, possession, misuse or use of prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to the prize, including, without limitation, to the prize's quality or fitness for a particular purpose. (With respect to Sponsor, the preceding excludes only those warranties on the TMZ Celebrity Tour which are required by applicable law.) Entrants (or entrant's parent if

entrant is under the age of majority in their state/jurisdiction of residence) agree that the Released Parties shall have no responsibility or liability for discontinued pricing; human error; incorrect or inaccurate transcription of Entry and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer, mobile device and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant (or entrant's parent if entrant is under the age of majority in their state/jurisdiction of residence) further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize. The Released Parties are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Contest as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Contest. If entrant is an eligible minor, his/her parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

#### **10. GOVERNING LAW / LIMITATION OF LIABILITY:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT (OR ENTRANT'S PARENT IF ENTRANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE/JURISDICTION OF RESIDENCE) AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR THE AWARD OF THE PRIZE, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

#### **11. DISPUTE RESOLUTION:**

Entrants (or entrant's parent if entrant is under the age of majority in their state/jurisdiction of residence), Sponsor, and the Released Parties (each, a "Party" and collectively the "Parties") each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the U.S. state and federal courts in Los Angeles County, California and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either Party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California (USA). The U.S. state law that applies to these Official Rules (i.e., California law, as discussed above) will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator

holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either Party may, notwithstanding this provision, bring qualifying claims in small claims court.

**12. WINNER'S LIST:**

For the names of the winners, send a self-addressed, stamped envelope, within sixty (60) days of expiration of the Contest Period to:  
EHM Productions Inc.  
3500 West Olive, Suite 1000  
Burbank, CA 91505

**13. MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**14. IDENTIFICATION OF SPONSOR:**

This Contest is sponsored by EHM Productions Inc., 3500 West Olive, Suite 1000, Burbank, CA 91505. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.