

## **"CHARITY CHAMPIONS" PROGRAM OFFICIAL RULES**

**SPONSOR.** This Program is sponsored Cequel Corporation ("Sponsor").

**Program Overview:** The Program is designed to help the participating schools to demonstrate school spirit, creativity and community service by planning, organizing and orchestrating an event or series of events to raise funds for their designated charity. The Program will be conducted in two (2) separate phases as described in and in accordance with these Official Rules.

**Program Periods:** September 1, 2019 through March 31, 2020 ("Phase 1") and date notified for participation through June 15, 2020 ("Phase 2").

**1. Eligibility/Application.** Phase 1 of the Program is open only to public and private high schools located in a Sponsor serviceable area in the states of Texas, West Virginia, Louisiana, Arkansas, North Carolina, Arizona, California, Oklahoma, Missouri, Ohio, Kentucky, Mississippi, New Mexico, Kansas, Idaho, Nevada, and Virginia (the "Participating Regions") (the "Phase 1 Applicants"). For further detail on Sponsor's service area, go to <http://www.alticeconnects.com/serviceable-areas>. To be eligible to enter, Phase 1 Applicants must also be willing to allow Sponsor access to student activity relating to any aspect of the Program for publicity and other media purposes, as determined in Sponsor's sole discretion. To be considered for possible participation in Phase 2 of the Program, the Phase 1 Applicants must apply for participation during Phase 1 by completing the information required by the official sign-up form (the "Sign Up Form"), which Sign Up Form may be accessed via either the "Apply" or "" link at <http://www.alticeconnects.com/charity-champions/apply> (the "Website"), and submitting the form as directed. The Sign Up Form must be submitted by a school-designated representative who is of the legal age of majority in his or her state of legal residence at the time of the submission and duly authorized by the applicant school administrators to make the submission on the school's behalf (the "School Representative"). Sponsor reserves the right, in its sole discretion, to disqualify an Applicant that fails to submit the Sign Up Form via the School Representative. Between September 10, 2019 and April 10, 2020, Sponsor will select and notify up to twenty five (25) schools from the eligible Phase 1 Applicants to participate in Phase 2 of the Program (the "Phase 2 Applicants"). (The Phase 1 Applicants and Phase 2 Applicants are sometimes collectively referred to hereafter as "Applicants"). Phase 2 of the Program is open only to those schools that have been selected by Sponsor, in its sole discretion, from the eligible Phase 1 Applicants and have agreed to participate.

In order to participate in the Program, all Applicants must fully comply with the Official Rules and, by entering, Applicants represent and warrant that they agree to be bound by these Official Rules.

**2. Participation. Phase 1:** To enter and participate in Phase 1 of the Program, each Phase 1 Applicant must comply with the following requirements:

a) Designate a school teacher or guidance counselor to act as the advisor and supervisor of its fundraising activities for the Program (the "School Advisor").

b) Select a charity that is the intended recipient of their fundraising efforts (the "Charity"). The Charity must be a 501(c)(3) non-profit organization approved by Sponsor in its sole discretion.

c) Via the Sign Up Form, submit to Sponsor: school name; school address; school telephone number; name, email address and telephone number of the School Advisor; approximate number of fundraising events proposed to be held; and its proposed Charity.

**Phase 2:** Between September 10, 2019 and April 10, 2020, Sponsor will select and notify the Phase 1 Applicants eligible to participate in Phase 2 of the Program. To participate in Phase 2 of the Program, Phase 2 Applicants must comply with the following requirements:

a) Plan, organize and orchestrate a fundraising event or series of events to raise money for its Charity (the "Fundraising Events"). Examples of Fundraising Events may include (but are not limited to): a car wash, bake sale, athletic event, team walk, flea market or school dance.

b) Between September 10, 2019 and April 10, 2020, through its School Representative, submit to Sponsor the following information via either the "Submit Activity Plan" link or the "Upload Activity Plan 'GO'" link at the Website: school name; school w-9; Charity name; a brief description of the reason the Charity was selected, a description of Phase 2 Applicant's intended Fundraising Events, including any relevant dates, times and places as to when and where the Fundraising Events will take place. All Fundraising Events must take place and be completed between September 10, 2019 and June 15, 2020.

c) In addition to the Activity Plan, between September 10, 2019 and April 10, 2020 Phase 2 Applicants must provide Sponsor with the completed Release Form for its participating students, which Release Form may be accessed at the Website.

d) Between September 10, 2019 and June 15, 2020 each Phase 2 Applicant must provide Sponsor with the date and time for a Fundraising Event that Sponsor can cover and/or attend.

**3. Fundraising Support.** Each Phase 2 Applicant will be granted \$250 in "seed" money to support and implement their Fundraising Events for the Program. In addition, at or after the Fundraising Event attended or covered by Sponsor (as described in Section 2(d) above), \$1000 will be awarded by Sponsor to the Charity selected by that Phase 2 Applicant, at the Sponsor's discretion.

**4. General Conditions; Limitations of Liability:** By entering the Program, each Applicant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action, and Applicant waives its right to a jury trial for such disputes, claims and causes of action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Program, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any Applicant be permitted to obtain any award for, and Applicant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

**5. General Release:** By entering and participating in the Program, Applicants agree to release and hold harmless Sponsor, its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all claim and/or liability, for loss, harm, damage, injury, cost or expense of any kind whatsoever, including without limitation, damage to, loss or destruction of property, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Program, or participation in any Program-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy.

**6. Publicity Release: Use of Personal Information:** Except where prohibited or restricted by law, Applicant's acceptance of the fundraising support described in Section 3 above constitutes Applicant's agreement and consent for Sponsor or its designees to use and/or publish Applicant's name, city and state, biographical data, likeness, picture, and audio and/or video recording of Applicant, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media now known or hereinafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review or approval. By participating in the Program, Applicants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Program. Sponsor is not responsible for disclosures made by any third party.

**7. No Tampering; Right to Cancel/Modify:** Sponsor reserves the right, in its sole discretion, to disqualify any Applicant it finds to be acting in violation of the Official Rules. If Sponsor determines, in its sole discretion, that the Program is compromised by tampering or other causes beyond Sponsor's reasonable control, which corrupts or impairs the administration, security, fairness or proper operation of the Program or otherwise compromises the Program's integrity or viability, Sponsor reserves the right to suspend, modify or terminate the Program.

**8. Construction/Forum Selection:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Applicant or Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. In addition, any dispute relating to the Program (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the State of New York. Applicants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction they may have. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.