

**Hallmark's Merriest Christmas Towns Contest
Terms and Conditions**

- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND AUTHORIZED REPRESENTATIVES WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Hallmark's Merriest Christmas Towns Contest ("Program") is open only to legal residents of the fifty (50) United States and the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands, twenty one (21) years of age or older. To be eligible for consideration in the Program, the nominated city/town must be a municipality geographically located within the fifty (50) United States or District of Columbia (each, a "Location"). Entry will be made on behalf of the Location and not any individual person. There are no prizes for any individual submitting an entry.

For purposes of this Program, the "Program Entities" are defined as: employees, officers and directors of Hallmark Media United States, LLC ("Sponsor"), G7 Entertainment Marketing ("Administrator"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies. Void where prohibited by law. All federal, state, and local laws and regulations apply. By participating in the Program, you unconditionally accept and agree to comply with and abide by these "Terms and Conditions" and the decisions of Sponsor, including the interpretation of these Terms and Conditions, administration of the Program, selection of the winning Locations, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.

2. **TIMING:** The Program entry period begins at or about 9:00 a.m. Eastern Time ("ET") on July 1, 2026 and ends at 11:59 p.m. ET on August 10, 2026 (the "Entry Period"). A public "Voting Period" begins at 12:00 a.m. (midnight) ET on August 14, 2026 and ends at 11:59 p.m. ET on September 4, 2026. A "Judging Period" will begin on September 4, 2026 and end on or about September 15, 2026. The winning Locations will be announced on or around October 31, 2026.

The Entry Period, Voting Period, and Judging Period are collectively referred to as the "Program Period." The designated computer clock of the Administrator is the official time-keeping device in the Program.

3. **HOW TO PARTICIPATE:** During the Program Period, visit MerriestChristmasTownsContest.HallmarkChannel.com ("Website") and complete and submit a nomination, including your contact information (full name and email address) and the nominated Location's name and state. Then, follow the instructions to upload photographs and/or videos and a letter which could showcase the Location's holiday traditions and community celebrations, demonstrate the Location's embodiment of the spirit of Hallmark Christmas, describe why your Location deserves to be recognized as Hallmark's Merriest Christmas Town, or information about the Location's history, character and/or resilience (collectively, your "Entry"). Any photograph uploaded as part of an Entry must not exceed 10MB and must be in one of the following formats: JPG, PNG, or GIF. Any video uploaded as part of an Entry must not exceed 300MB/2 minutes and must be in one of the following file formats: MPG, MP4, MOV, WMV, or AVI. Any essay submitted as part of your Entry must not exceed 500 words.

The Program Entities are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) Entry per person. In the event a Location receives multiple unique eligible Entries, all Entries will be combined and considered in aggregate. Attempts made by the same individual to earn more than the stated number of Entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by artificial intelligence, script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified from the Program at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Any potential winning Location may be required to provide contact information for an individual or team of individuals that is/are authorized to make decisions and enter into agreements on behalf of the Location (an "Authorized Representative"). All materials submitted become the property of Sponsor and will not be returned.

4. REQUIREMENTS OF ENTRIES: Entries must comply with the following:

- Must meet the technical specifications outlined above, including file formats and lengths/character counts.
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Program;
- Must not include any protected personal information;
- Must be the original work of the entrant, and must not contain images or artwork, music, quotes, parodies or other materials not created by the entrant unless such material is available for public use or used with permission;
- Must not prominently feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted (with respect to the Sponsor's trademarks) an entrant, a limited license to use for purposes of this Program. Sponsor reserves the right to ask the entrant to create a new Entry, edit it, or blur out logos/trademarks in any photograph or video;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Program, to its publication for public voting, and to its use as otherwise set forth herein.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into an Entry does so at his or her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from the Website because of such infringement, such Entry may be disqualified from the Program, as Sponsor may determine in its sole discretion. Further, no Location will be deemed a winner unless Sponsor determines, in its sole and absolute discretion, that such Location's Entry has been or can be sufficiently cleared for legal purposes.

- 5. LICENSE TO ENTRIES:** Upon submission of the Entry to the Program, you irrevocably grant to the Program Entities, and each of their respective licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entries, and all images, video, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, streaming media, film, television, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to you or any third party. You agree that during the Entry Period, you shall not make, and shall not permit, any other public use, display or distribution of the Entries, and you shall maintain all rights without encumbrances so that, if any Program Entity desires, you can assign all rights in and to your Entry if you Location is selected as a winner. The Program Entities, and each of their respective successors, assigns and licensees, will have the right to make unlimited derivative works of Entries, to assign or transfer any or all of such Program Entity's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Entries submitted as part of the Program, and all images, video, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. You hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Program. You acknowledge that as a condition of participating in the Program, the Program Entities may request that your Entry, and any rights therein, be assigned to the Program Entities and you may be required to confirm such assignment in writing (and any other documents reasonably required by the Program Entities) or you will otherwise be disqualified from the Program. You must maintain the ability to assign all such rights to the Program Entities free of any limitations, restrictions or third-party obligations. You agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. You agree that neither the Program Entities, nor any of their agents, shall be responsible for return or preservation of the content or Entries submitted.

You acknowledge that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Program that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate an entrant, Authorized Representative and/or associated Location for their Entries and there is no obligation for any Program Entity to pay or otherwise compensate an entrant, Authorized Representative, or Location for any of their ideas or materials in any communications with Sponsor, whatsoever. Entries are not confidential and the Program Entities' only obligations to an entrant or Location regarding Entries are as specifically set forth in these Terms and Conditions. The decisions of the Sponsor are final and binding in all matters relating to this Program, including interpretation and

application of these Terms and Conditions. By participating in the Program, except where legally prohibited, you grant permission for the Program Entities and their respective designees to use your name, address (city and state), nominated Location information, photograph, video, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. The Program Entities reserve the right to request at any time proof you maintain all necessary rights in your Entry in order to grant the Program Entities the rights required herein in a form acceptable to the Program Entities. Failure to provide such proof may lead to, among other things, disqualification from the Program.

- 6. REPRESENTATIONS AND WARRANTIES:** By entering the Program, you represent and warrant that you have read, understand, agree to and will follow the Terms and Conditions. You further represents and warrant that your Entry and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Entries) are wholly original to you and are not a copy or imitation of any other material or you have all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) 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; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. You further represent and warrant that you have the right to agree to and fully perform consistent with these Terms and Conditions and that you have complied and have obtained all permissions, licenses and consents that are necessary for the submission of the Entry and the use of the Entry and to verify compliance with the foregoing requirements. You agree to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on the Website any Entry that Sponsor determines does not comply with these Terms and Conditions, to make such changes to any Entry as are necessary to make it compliant, or to require that you do so. You further acknowledge and agree that you have not previously granted, assigned or otherwise encumbered the Entry, or any text and materials depicted therein, to any other third party. Further, you represent and warrant that Sponsor's use of any Entry, including any images, video, text and materials depicted therein, shall not violate an agreement to which you have signed. You agree to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made in connection with your acceptance of these Terms and Conditions or Program activities.
- 7. PUBLIC VOTING:** To participate in the public voting among the Entries, you must be a legal resident of the fifty (50) United States, District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands, and at least twenty-one (21) years of age at the time of voting. To place a vote, visit the Website during the Voting Period. You must follow the on-screen instructions to submit your name, valid email address, and birth date, if you haven't done so previously. Upon submitting your name, valid email address, and birth date, you will be able to place one (1) vote for your favorite Location. All participants in this Program are prohibited from casting, soliciting, or obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Votes generated by script, macro, or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes shall give the Sponsor the right to void the votes in question and potentially to disqualify the applicable Location, at its sole discretion. **Limit of one (1) vote per person per calendar day based on ET, throughout the Voting Period. There are no prizes for voting.**
- 8. JUDGING PERIOD:** During the Judging Period, a panel of qualified judges determined by Sponsor, in its sole discretion (the "Judges"), will score each eligible Entry based on the following criteria:

 - Community Spirit

- Holiday Traditions
- Neighborhood Charm
- Goodwill

The one (1) Location associated with the Entry that received the highest Judges' scores as determined by Sponsor in its sole discretion, will be deemed the potential grand prize winner, and the twenty-five (25) Locations associated with the Entries with the next-highest Judges' scores will each be deemed runner up. In the event of any ties in determining the position of an Entry, the tied Entries' Judges' scores will be compared, and the Entry with the highest score in Neighborhood Charm will prevail. If a tie remains, the tied Entries' Judges' scores will be compared, and the Entry with the highest score in Community Spirit will prevail. If any potential winning Location is found to be ineligible, if the entrant who nominated a Location cannot be contacted, if Sponsor is unable to secure proper permissions from a Location's applicable local board or government entity, if a Location could not accept a prize, if offered, or if an entrant and/or Location not comply with these Terms and Conditions, such Location will be disqualified and the nominated Location associated with the Entry with the next highest Judges' scores will be named a potential winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners.

Sponsor reserves the right to choose fewer than twenty-six (26) total winning Locations if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Entries.

No more than the stated number of prizes will be awarded.

- 9. WINNER NOTIFICATION/PRIZE CLAIMING:** The entrants that nominated the potential winning Locations will each be notified via email (or other contact information) using the information with the Entry in a commercially reasonable time after the Judging Period. The Program Entities are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in an entrant's email or other account to receive messages. Program Entities are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify an entrant or Location. Notification is deemed to have occurred immediately upon the sending of an email. If an entrant cannot be contacted within a reasonable time period, if an entrant is ineligible, if any notification is returned undeliverable, or if an entrant otherwise fails to fully comply with these Terms and Conditions, such entrant will forfeit the opportunity for the Location. As part of the winner notification process, the Authorized Representative, may be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration") as well as any other agreement documents reasonably requested by Sponsor, within three (3) days of date of notification, as a condition of winning. If an Authorized Representative fails to respond to the Sponsor's notification or if any Location declines the prize opportunity, such Location will be disqualified and not eligible to receive a prize opportunity.

- 10. PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Program are:

One (1) Grand Prize: The "Grand Prize" is for the Location to receive the designation of "Hallmark's Merriest Christmas Town" and includes the opportunity for the Location to be the filming location for a Hallmark movie. Further contracts and agreements shall be negotiated between the Sponsor and the applicable Location Authorized Representatives.

Twenty-Five (25) Runner Ups: Each Runner Up Location will receive an official designation for the Location as an "Official Hallmark Christmas Town", and includes a promotional toolkit (for a period of time designated by Hallmark,) which includes:

- Official 2026 Hallmark Christmas Town Digital Seal - A custom graphic badge towns can use across websites, tourism materials, and social media to promote free events only.
- Social & Marketing Templates - Ready-to-use graphics, captions, and story templates designed to help communities promote their recognition and holiday programming.

- Countdown To Christmas Promotional Assets - Approved Hallmark Channel imagery, logos, and messaging that towns can use in local promotions tied to the Countdown to Christmas season.

Prizes are awarded to the Location, not an individual. Prizes have no retail value.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Terms and Conditions will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. Limit of one (1) prize per Location.

- 11. GENERAL:** Subject to applicable law, each Authorized Representative, on behalf of the Location, hereby expressly grants to the Program Entities and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, Entry, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Program ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each Authorized Representative, on behalf of the Location, hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each Authorized Representative, on behalf of the Location, hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of any related individual's name, likeness or voice under contract, tort or any other theory of law. The Program Entities do not assume any responsibility for any disruption in the Program, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Program materials and the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Program by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Program by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Program or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Program should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Program.
- 12. CONDUCT:** The Program Entities are not responsible for the actions of any individual in connection with the Program, including any individual's attempts to circumvent the Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Program. The Program Entities reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any Location if any individual on behalf of the Location is found to be, or suspected of, acting in any manner deemed by the Program Entities to be in violation of the Terms and Conditions, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry or voting process or the operation of the Program, and void all associated Entries, votes, and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES

(INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 13. WAIVERS AND DISCLAIMERS:** The Program Entities assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, votes, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Program; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Program; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of Entries or votes, social networking posts, or registrations, the announcement of the prizes, or in any other Program-related materials; or (f) any injury or damage to an Authorized Representative's or to any other person's computer which may be related to or resulting from any attempt to participate in the Program. If, for any reason, the Program (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, then the Program Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.
- 14. RELEASES:** All individuals participating in this Program, as a condition of participation in this Program, release, discharge, indemnify and hold harmless the Program Entities and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Program (including travel to/from any Program activity), (ii) the receipt, ownership, use or misuse of any prize awarded, including any travel associated with any prize, (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; (iv) an Authorized Representative's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Program activity and/or prize.
- 15. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of Authorized Representatives, Sponsor or the Released Parties in connection with the Program 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 PROGRAM, AUTHORIZED REPRESENTATIVE, ON BEHALF OF A LOCATION, 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 PROGRAM, OR ANY PRIZE AWARDED, 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 AUTHORIZED REPRESENTATIVE, ON BEHALF OF A LOCATION, BE PERMITTED TO OBTAIN ANY AWARD FOR, AND AUTHORIZED REPRESENTATIVE, ON BEHALF OF A LOCATION, 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) AUTHORIZED REPRESENTATIVE, ON BEHALF OF A LOCATION'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND AUTHORIZED REPRESENTATIVE 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.

- 16. DISPUTE RESOLUTION:** 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 state and federal courts in the State of 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 Program 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 the State of California. The federal or state law that applies to these Terms and Conditions 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 the State of 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 Authorized Representative, on behalf of a Location, to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 17. ENTRY INFORMATION AND PROGRAM COMMUNICATIONS:** As a condition of entering the Program, each entrant and each Authorized Representative, on behalf of a Location, gives consent for Sponsor to obtain and deliver his or her name, address, Entry, and other information to third parties for the purpose of administering this Program and to comply with applicable laws, regulations and rules. Any information an Authorized Representative provides to Sponsor may be used to communicate with such Authorized Representative in relation to this Program. By participating in the Program, each Authorized Representative, on behalf of a Location, agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.hallmark.com/privacy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control and govern.
- 18. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Terms and Conditions or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions or the Declaration 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 Terms and Conditions will not constitute a waiver of that provision. Authorized Representatives, on behalf of the Location, agree to waive any rights to claim ambiguity of these Terms and Conditions. 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 Program-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

19. SPONSOR: Hallmark Media United States, LLC, 3300 W Olive Ave, Burbank, CA 91505-4640. 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 Program.

20. ADMINISTRATOR: G7 Entertainment Marketing, 601 Taylor Pl #220, Nashville, TN 37208.

Hallmark's Merriest Christmas Towns Contest - Abbreviated Rules

Please use the following short-form official rules disclosures for all advertising and marketing of the promotion:

Website Footer/Email

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