

These Terms and Conditions (the “Terms”) govern the “Video Marketing Survey” contest (the “Contest”) offered by Akullian Creative Inc. (“Akullian Creative”), an American corporation with a registered office at 200 Great Oaks BLVD, Suite 219, Albany, NY 12203. By participating, contestants acknowledge and agree to be bound by: (i) these Terms, which are subject to amendment by Akullian Creative; (ii) if selected as a Winner (as defined herein), and on acceptance of a Prize (as defined herein), the Prize Terms (as defined herein); and (iii) and the decisions of Akullian Creative, which are final.

1. Eligibility and Entry.

- a. Entry is open to any person 18 years or older (or older age of majority required by the laws of the jurisdiction of residence of the contestant) who has been invited by Akullian Creative to complete its online Video Market Survey (the “Survey”) unless otherwise prohibited by the laws of the jurisdiction of residence of the contestant (each, a “Contestant”).
- b. Entry is open to Contestants from 7:30 am EST on August 18, 2021 until 11:59 pm EST on Sept. 15, 2021 (the “Contest Period”).
- c. To enter the Contest Contestants must complete the Survey in accordance with any terms governing the Survey and to the satisfaction of Akullian Creative in its sole discretion, and submit their email address in accordance with the prompts at the completion of the Survey.
- d. No purchase necessary. Multiple entries are NOT allowed. A Contestant may only enter the Contest if the Contest does not breach any law or regulation of the jurisdiction in which they are resident. Void where prohibited by law. Contestants are solely responsible for determining whether the Contest breaches any law or regulation of the jurisdiction in which they are resident.
- e. Entries must not, in the sole and unfettered discretion of Akullian Creative, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, content containing unsolicited commercial messages (spam), or content that infringes on the intellectual property rights of a person.
- f. The Contest is not open to employees, contractors, ambassadors and other representatives of Akullian Creative or its affiliated companies or their immediate families, or to anyone professionally connected with the Contest. Akullian Creative reserves the right to review the eligibility of the potential Winners before a Prize is awarded.
- g. Akullian Creative accepts no responsibility for late entries or entries not received for any reason.
- h. All entries become the property of Akullian Creative.

2. Prize.

- a. Each prize (a "Prize") consists of one (1) of two (2) US \$50 VISA gift cards. Prizes are available to be won by Draw, as described herein. Only one (1) prize may be won by any one Contestant and household.
- b. Prizes are subject to the Gift Card's issuing body's terms and conditions governing the use of the Gift Card (the "Prize Terms"), which may impose fees and expiration dates and include restrictions on transferability and non-commercial use, among other things.
- c. Each Prize is non-transferable and no cash, currency conversion or other substitution of a Prize is permitted, except at the sole option of Akullian Creative for a prize of equal or greater value.
- d. All incidental expenses associated with collection of a Prize, including any fees imposed by the Gift Card's issuing body, are the responsibility of the Winner, other than standard shipping costs, which will be paid by Akullian Creative.
- e. Each Winner of a Prize shall be solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to their Prize.
- f. Each Prize is offered "as is" with no written, express, or implied warranty.

3. Draw.

Contest winners (each, a "Winner") will be selected at random by a Akullian Creative representative from among the eligible Contestants within 48 hours after the end of the Contest Period. All decisions of Akullian Creative are final and binding in all respects. Each potential Winner will be notified via email within 15 days after the end of the Contest Period. If a potential Winner is found not to be eligible or not in compliance with these Terms, if the Prize notification is returned as undeliverable, or if the Prize is rejected, the potential Winner will be disqualified and the Prize will be forfeited and may be awarded to an alternate Winner or cancelled, at Akullian Creative's sole discretion. Instructions on claiming the Prize will be communicated to the Winner within 30 days of Winner verification. Undeliverable prizes will not be awarded. If the potential Winner is resident in Canada, the potential Winner will be required to correctly answer a timed mathematical skill testing question before being deemed the Winner of a Prize. The odds of winning a Prize depend on the total number of eligible entries received.

4. Proof of Age.

Winners may be asked to provide Akullian Creative with proof of date of birth, or parental consent in writing, before receiving their Prize.

5. Administration of the Contest.

- a. If for any reason the Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of Akullian Creative which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Akullian Creative reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Contest.

b. Akullian Creative disclaims all responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, problem or technical malfunctions, technical problems or traffic congestion on the internet, through mobile apps or at any website, or any combination thereof, which may limit Contestants' ability to participate in the Contest.

c. Where the Contest involves access or use of a third party website ("Third Party Website"), Contestant understands and agrees that: (a) Akullian Creative has no control over the Third Party Website whatsoever; (b) Contestant is solely and fully responsible for its use of the Third Party Website; and (c) Akullian Creative disclaims any and all responsibility or liability for any harm resulting from Contestant's use of any Third Party Website.

d. Akullian Creative reserves the right in its sole discretion to disqualify, and seek any applicable legal remedies and damages from, any Contestant breaching these Terms or tampering with the entry process or the Contest in any way.

6. Release of Liability.

By entering the Contest, each Contestant (including a Winner) hereby releases and saves Akullian Creative, its affiliates and their respective directors, officers, employees, suppliers, sponsors, advisors and agents harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest; or resulting from acceptance, possession, or use of a Prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

7. Contact.

Akullian Creative is collecting personal information about Contestants for the purpose of administering this Contest. If selected as a potential Winner in accordance with these Terms, Akullian Creative may contact the potential Winner at the address provided to determine eligibility and for Prize administration purposes. Contestants may also continue to receive promotional communications from Akullian Creative if currently subscribed to these communications. Contestants may opt out of marketing communications sent by Akullian Creative at any time by accessing Akullian Creative's Preferences Management page, or by clicking on the unsubscribe link in the marketing email received. All personal information collected in connection with this Contest will be used in accordance with Akullian Creative's privacy policy (www.AkullianCreative.com/legal/privacy).

8. Publicity.

A Winner, in accepting a Prize, consents to Akullian Creative's use of their name, for purposes of advertising, trade and promotion in any and all media, without further compensation, except where prohibited by law.

9. Governing Law.

These Terms and the Contest are governed by the laws of the State of New York and all disputes arising out of or relating to these Terms and the Contest must be resolved in the courts of New York.

10. Winner.

For the names of the Winners that have accepted a Prize, send a self-addressed, stamped envelope to: Akullian Creative, 200 Great Oaks BLVD, Suite 219, Albany, NY 12203

11. Termination.

Akullian Creative reserves the right to amend or terminate all or any portion of this Contest at any time for any reason without prior notice