Official Rules of Walmart Associate Talent Search (“WATS”) Competition

Open to ALL Walmart Associates worldwide. Not open to the general public. Participation is voluntary.

NOTE: While we encourage creativity and personal expression, please remember to keep all submissions within the boundaries of Walmart's workplace guidelines and good taste. Be sure your Entry is representative of Walmart and its global values.

1. Competition, and Competition Period: The entry period for this Competition starts January 20, 2020 (or such date as Sponsor (as defined herein) may later determine) and runs through February 18, 2020, ending at midnight CST, on February 18, 2020 (the "Competition Period"). Sponsor's clock located in Bentonville, Ark. is the official clock for this Competition. This Competition is subject to all applicable federal, state, commonwealth, territory and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Sponsor of this Competition is Walmart in Bentonville – 702 SW 8th St, Bentonville, AR 72716-0080. No other entities or any other third parties are a sponsor of or affiliated in any way with this Competition.

3. Eligibility: The Walmart Associate Talent Search Competition (the “WATS Competition” and/or "Competition") is open to all individuals of majority age in their jurisdiction of residence who are part-time or full-time employees of Wal-Mart Stores, Inc. or any legal holding of Walmart International and in good standing. “Good standing” means that the associate is not the subject of a current investigation by Walmart or any Walmart entity, is not currently in “coaching”, and is not currently on probation by Walmart or any Walmart entity. Corporate, brand and store employees located worldwide are eligible. Individuals or groups of individuals are eligible to enter as a single Entry (“Group Entry”). In the event a Group Entry is submitted by a group of individuals, each and all individual members of the Group Entry must meet all of the eligibility requirements set forth herein. Notwithstanding the foregoing, there is a limit of six (6) individuals in any Group Entry. Individually and collectively hereinafter, each eligible individual that submits an entry whether alone or as part of a Group Entry which is in full compliance with these Official Rules is referred to as the “Entrant” and sometimes hereinafter also referred to as “you” and “your”. The Entrant is considered located within the country in which he or she is located at time of entry. Each Entrant must be employed by Walmart or a legal holding of Walmart International and in good standing at time of entry, Competition and Award fulfillment.

Walmart associates involved in administering, judging, or working on any aspect of this Competition, as well as independent contractors or vendors who work on site at a Walmart facility are not eligible. Previous winners of the WATS Competition from any year also are not eligible.

4. How To Enter: To enter, visit the WATS site at http://www.walmarttalentsearch.com (the "WATS Site") during the Competition Period. Each Entrant, including each member of any Group Entry will be required to read and accept these Official Rules, complete the entry form and follow the instructions provided to enter a video clip showcasing your talent as further described herein (the "Entry"). If any Entry is made by a group of individuals as a Group Entry, each individual's name in the Group Entry must be listed on the entry form and each Entrant must meet all eligibility requirements of these Official Rules and must accept these Official Rules.

5. The Entry: The Entry must consist of one (1) **two-minute** video showcasing your talent. If the Entry exceeds two minutes, it will not be accepted. Such talent includes, but is not limited to, original music, original singing, original dancing, original comedy, and original dramatic acting, as well as original musical and/or vocal performances of cover songs or music in the "Public Domain" (defined for these purposes as works created prior to the year 1895) and original dance routines to cover songs or music in the Public Domain. The video clip in the Entry created by Entrant shall be referred to herein as the "Video." The Entry shall include the entry form, the Entrant's acceptance of these Official Rules, and the Video. Each Entry will be subject to all our Terms of Use found at http://www.walmarttalentsearch.com. Should any Entry not comply with our Terms of Use, Sponsor reserves the right, in its sole and absolute discretion, to disqualify any such Entry. Sponsor retains all rights in its sole and absolute discretion, to modify the resolution, dimensions, compression, and/or any and all other aspects of the Video before or after the Competition Period.

Each Entry must comply with the Submission Requirements below and will be screened by the Sponsor for compliance with all aspects of these Official Rules. Sponsor's decisions with respect to whether an Entry complies with these Official Rules are made in Sponsor's sole and absolute discretion and are final and binding. Sponsor reserves all rights to remove any Video and/or Entry from the WATS Site, or any other site, at any time during the Competition period, or thereafter, if, in Sponsor's sole discretion, such Video and/or Entry is in violation of these Official Rules. Sponsor shall have no liability of any kind to any Entrant or any third party with respect to Sponsor's removal of any Video and/or Entry.

Except with respect to the use of cover songs or music in the Public Domain for vocal, musical and/or dance performances, the Entrant must hold all rights, title, and interest in the Entry, and all other aspects of the Entry including, but not limited to, choreography, artwork, video clips, use of likenesses, images. Any other content other than cover songs and music in the Public Domain must be wholly original. Any Entrant may be required to provide documentation in a form acceptable to Sponsor evidencing such

rights and interest if so required by Sponsor. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void.

As conditions of entry, each Entrant acknowledges and agrees that: (a) Sponsor and other participants and members of the general public have access to and/or may create materials, ideas and concepts which may be similar or identical to your Entry, ideas and/or concepts; (b) no Entrant's will be entitled to any compensation, remuneration or other consideration because of any use of the Video by Sponsor, or any of the Released Parties (as defined below) or any other third-party, whether a participant in the Competition or otherwise, of such similar or identical material, ideas and/or concepts; and (c) Sponsor's, Released Party's or other participant's use of material containing elements similar to or identical with those contained in the Entry shall not obligate Sponsor to negotiate with any Entrant, nor entitle any Entrant to any compensation, remuneration or any other claim.

By submitting an Entry, you warrant and represent that, except with respect to any cover songs or music in the Public Domain which may be used: (a) you have all rights, including, without limitation, all rights of copyright, trademark and other intellectual property rights, to the Video and/or the Entry, to submit your Entry in accordance with these Official Rules; (b) your Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) that publication or other use by Sponsor of the Entry via various media including, without limitation, online posting, will not infringe on or impede the rights of any third party; and (d) otherwise complies with these Official Rules. You will indemnify and hold Released Parties (as defined below) harmless from and against any and all claims, damages or expenses related to your violation of these Official Rules, and/or these representations and warranties and from and against any demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Sponsor or Released Parties arising out of or in connection with your participation in this Competition, or the use, in whole or in part, by the Sponsor or any Released Party of your Entry (or portion thereof) submitted by you in this Competition.

6. Submission Requirements: All Entries must meet the following requirements to be eligible:

- The Entry may not contain any content that is lewd, obscene, discriminatory, demeaning, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, infringing, or that puts Sponsor or any of the Released Parties in a negative or false light, or that otherwise contains any inappropriate content or objectionable material, as determined by Sponsor in its sole, absolute and unfettered discretion. This prohibition on objectionable content extends to any cover songs with lyrics or other content which the Sponsor, in its sole discretion, deems objectionable.

- If any person appearing in any Entry is under the age of majority in their state of residence, the signature of a parent or legal guardian is required on an acceptable

release providing for all consents necessary and for full agreement with these Official Rules.

- The Entry must not contain any personally identifiable information of any person other than Entrant. Should an Entry include personally identifiable information about yourself (or any members of a Group Entry) in the Entry, each Entrant acknowledges and agrees that such information will be disclosed publicly and each Entrant, and not Sponsor, is/are solely responsible for any and all consequences arising out of such disclosure.

- You may not be (including all members of any Group Entry), nor may you work with parties in conjunction with your Entry, who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Entry in any media form; 2) have an acting, modeling, musical performance, dancing, or singing contract that would make their appearance in the Submission a violation of any third party rights; or 3) are under any other contractual relationship that may prohibit you from participating fully in this Competition, or from allowing Sponsor to use royalty-free, with no payment or remuneration of any kind to you or to any third-parties, the Entry worldwide in any and all manner and media, in perpetuity.

- With the exception of the use of cover songs or songs or music in the Public Domain which are permitted for vocal, musical or dance performances, you must own all other content and copyright in the Video and have all rights to submit the Entry in accordance with these Official Rules.

- Your Entry must consist of one (1) video showcasing your talent. Performance must be live to tape and may not be electronically enhanced in anyway. Such talent includes, but is not limited to, original music, original singing, original dancing, musical performance of original musical compositions, original comedy and/or original dramatic acting, as well as singing, playing musical instruments, and/or dancing to cover songs, and singing, playing musical instruments and/or dancing to music that is in the Public Domain. With the exception of the use of cover songs and music in the Public Domain, dance routines created by individuals or entities other than Entrant, comedy routines created by individuals or entities other than Entrant, or readings or performances from plays, third-party video clips, images, likenesses or any other content or materials written or authored by any third-parties, are not permitted in any manner.

- The Entry must never have won a previous award or been published publicly for the act or talent being submitted in the Video and Entry. Previous winners of the WATS Competition cannot enter or win again.

- With the exception of the use of cover songs or music in the Public Domain, the Entry may not contain any material or elements that are not owned by you/the Entrant and/or which are subject to the rights of third parties.

- Entries that are not compliant with these Official Rules in accordance with Sponsor's sole and absolute discretion will cause the Entry to be void, at the discretion of the Sponsor.

- Entrants agree to remove their Video from any public website or location at any time, if requested by Sponsor, and/or to permit Sponsor to remove the Video at any time and in any location, in Sponsor's sole and absolute discretion.

- The Entry must not include more than six employees as part of any Group Entry.

7. License to Video: By submitting an Entry, Entrant hereby grants to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and license to use, publish, exploit, modify, edit, transmit and distribute the Video, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity for Sponsor's advertising and promotional purposes without compensation, permission or notification to Entrant or any third party. Entrants maintain ownership of the Video and therefore, have the right to promote such Video to gain votes before and during the Public Voting Period, provided such promotion is conducted in a lawful manner and in accordance with Sponsor's reputable image as determined by Sponsor in its sole and absolute discretion, and in accordance with these Official Rules.

8. Audition Period and Semi-finalist Selection : All eligible Entries submitted via The WATS Site, and received by Sponsor will be judged by a panel of qualified judges selected by Sponsor in its sole and absolute discretion (the "First Panel of Judges"), based on the following criteria: Originality (40%); Quality of Video and Talent (30%) and Entertainment Value (30%) (the "Judging Criteria"). Entries that receive a minimum score of at least 60% from the First Panel of Judges will be posted on the WATS Site and open to public viewing.

The First Panel of Judges will select up to 30 of the highest scoring Videos for advancement to the "Public Voting Period". These up to 30 Entries will be considered the "Semifinalists" and these Semifinalists' Videos will be submitted for online public voting by both Walmart employees and non-employees on the WATS Site in accordance with the voting schedule set forth below. Sponsor has the right to not advance any Entry to the Public Voting Period that does not appear to be in compliance with these Official Rules, as determined by Sponsor in its sole and absolute discretion. Entrants will receive a notification once an Entry has been posted.

9. Public Voting Period: The public (including Walmart employees and non-employees) will be provided the opportunity to visit the WATS Site and select his/her favorite Video from the Semifinalists made up of the up to 30 chosen by the First Panel of Judges and confirmed by the Steering Committee (each selection of a favorite Video considered a "Vote"). The Public Voting Period will take place from March 1, 2020 – March 18, 2020, or such other time period as may be later specified by Sponsor, and will be subject to the terms and conditions herein (the "Public Voting Period"). All voting

must be done via The WATS website and all voting must be conducted in accordance with these Official Rules, as applicable. All Entries submitted by China residents will be voted on only by other China residents through a different online method. The method will be described at http://www.walmarttalentsearch.com before the Public Voting Period begins.

There is a strict limit of one (1) vote per person per email address, per Video, per day. A "day" is understood to mean one calendar day during the Public Voting Period between 12:00 am CST and 11:59 pm CST. Votes must be entered manually. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, paying for votes, offering sweepstakes/contest entries, Awards or other inducements or any kind of consideration to persons in exchange for votes, or as determined by Sponsor in its sole discretion. Votes generated by bots, spam, script, macro or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt by Entrant and/or his/her family/friends or any other third party to vote using any fraudulent mechanism, as determined by Sponsor in its sole and absolute discretion, shall give Sponsor the right to void the votes in question and/or disqualify the Entrant in Sponsor's sole discretion. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Multiple votes by one person/email address for one Video during one day will be disqualified. Voters must follow instructions on the WATS Site to submit their votes. Sponsor, and each of each respective entity's parents, affiliates, subsidiaries, consultants, agents, participating advertising and promotion agencies and suppliers, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") are not responsible for incorrect/inaccurate voting information. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any vote to be cast or tabulated on account of technical problems, human error or traffic congestion on the Internet or at a website, or any combination thereof or for any other reason, or for any injury or damage to participant's or any other person's computer relating to or resulting from participation in voting process or downloading any materials. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE VOTING PROCESS OR THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right, in its sole and absolute discretion, to modify, terminate, or suspend the voting or void any vote should a virus, bug, non-authorized human intervention, action of Entrant or voter, or other cause corrupt or impair the administration, security, or fairness of the voting. Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be violating these terms,

tampering with the voting process, or acting in an unsportsmanlike or improper manner and void all associated votes. If the voting process is terminated early by Sponsor, Sponsor reserves the right to count the eligible votes among all non-suspect, eligible votes received up to time of cancellation, or not count the votes and simply base the winning entries on the judging criteria outlined below. The decision of the Sponsor with respect to the tallying of votes, the invalidation or disqualification of any suspected votes, the removal of any Entry, or the early termination of the Competition shall be final and binding and shall be made in Sponsor's sole and absolute discretion, with no accompanying liability of any kind to Sponsor.

10. Final Judging and Winning Entry Selection: Concurrent with the public voting done during the Public Voting Period, the up to 30 Semifinalists' Videos will be judged anew by an executive panel of judges (the "Executive Panel of Judges") based again on the Judging Criteria, and scored 1-10 with 10 being the highest score and 1 the lowest score (the "Score"). When the Public Voting Period has closed, the Votes for each of the Semifinalists' Videos will be tallied and ranked 1-30 (or such lesser total if there are not 30 Semifinalist Entries) with 30 representing the Semifinalist Entry with the highest number of Votes and 1 representing the Semifinalist Entry with the lowest number of Votes (the "Vote Score"). Then, the Score awarded by the Executive Panel of Judges will be combined with the Vote Score, and the seven Semifinalists with the highest combined total of the Score and Vote Score will be identified as the **seven "**Winning Entries".

In the event of a tie, an additional "tie-breaking" judge selected by Sponsor in its sole and absolute discretion, will determine the Winning Entries based on the criteria listed in these Official Rules. Sponsor reserves the right to select less than seven (7) Winning Entries if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

11. Award Verification: Potential Winning Entries are subject to verification of eligibility and compliance with these Official Rules prior to Award. The potential Winning Entries may be subject to an interview by Sponsor to help ensure his/her Entry complies with the Official Rules, and they may be disqualified if the Entry is not in compliance with these Official Rules, as determined by Sponsor in its sole discretion. Potential Winning Entries may be required to provide proof (to Sponsor's satisfaction) that he/she/they own(s) all rights to the Entry. Failure to comply with any of these requirements may, at Sponsor's sole discretion, result in disqualification and alternate potential Winning Entries may be notified with no liability of any kind to Sponsor for taking such action.

12. Winning Entry Requirements: Potential Winning Entries and each individual of a Group Entry will be required to execute/sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, a Publicity release confirming acceptance and compliance with these Official Rules and return same within (5) calendar days of date of notification, otherwise the potential Winning Entry may forfeit the Award which may then be awarded to the applicable runner-up, at Sponsor's discretion. If a potential Winning Entry (including any individual in the Group Entry) is found to be ineligible or not in

compliance with these Official Rules, declines to accept the Award, or Sponsor is unable to contact a potential Winning Entry within a reasonable period, or in the event that an Award notification is returned undeliverable, the Award may be forfeited and, at the Sponsor's sole discretion, Award may be awarded to the next highest voted Entry if time permits. Sponsor shall not be held responsible or liable for any delays in awarding of the Award, or any forfeiture of the Award, for any reason. Award will only be awarded to verified Winning Entry. By accepting the Award, the Winning Entry (including all individuals of Group Entry) consents to the use of his/her name, address (city and state), voice, statements relating to the Competition or Sponsor, and photographs, performance (including, without limitation, the performance during the Show, as defined below) and other likenesses, and Entry without further compensation, notification or permission in any publicity, promotion or advertising carried out by Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

13. Seven (7) Awards: Each Winning Entry (including each individual of a Group Entry) wins a trip to Bentonville, Arkansas on or around June 1,2020 to perform live the content of their Video during Sponsor's Associate's Week occurring June 1 – June 6, 2020 (the "Award"). The number of nights of the trip will be determined by Sponsor according to the schedule of the Winning Entry's country trip for its other employees. Trip arrangements will be made by Sponsor under standard Sponsor travel guidelines. The trip consists of roundtrip, coach class air transportation from an airport nearest Winning Entry's residence to Bentonville, Arkansas and standard hotel accommodations. If a Winning Entry resides within a 100-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu of air transportation. The trip must be taken on dates specified by Sponsor or the Award may be forfeited and Sponsor will have no further obligation of any kind, to such Winning Entry, or any other liability of any kind to any Winning Entry or any third-parties. Sponsor reserves right to change all dates and other aspects of the Competition and these Official Rules, in its sole and absolute discretion. All other costs and obligations associated with Award acceptance and not specified herein as being provided, are the sole responsibility of the Winning Entry. **Each Winning Entry and each individual as part of any Group Entry must have all necessary photo ID, passports and any other documents necessary for travel**. In the event Sponsor is unable to provide any Winning Entry with the opportunity to perform at the Show, no compensation or substitution will be provided in lieu thereof; however, the remainder of the Award will be awarded and Sponsor will have no further obligation to any Winning Entry. The Award is personal to the Entrant and is neither assignable, nor transferable and must be accepted as awarded, with no substitutions or alterations of any kind unless determined by Sponsor in its sole and absolute discretion. All Award details are at the Sponsor's sole discretion.

Winning Entries must agree to, and must perform their talent live, in exactly the form and manner as shown on the Video and represented by the Entry, at a show (the "Show") during the trip as requested by Sponsor. The performance performed during Associate's Week must be substantially identical to the performance in the Video. If a

Winning Entry tries to perform anything that deviates from the Video without advance approval from the Sponsor, the Sponsor reserves the right to disqualify the Entry and stop the performance and halt all activities of that Winning Entry during Shareholders' Week – up to and including being sent home. However, and notwithstanding the foregoing, Sponsor reserves the right to ask Entrants to perform additional songs during Associate's Week in addition to the Video and Entry. No remuneration, payment or compensation of any kind will be paid or owed relative to such additional performances, and all such additional performances will be governed in all respects by these Official Rules. All performance venues are at Sponsor's sole and absolute discretion.

14. Miscellaneous: Sponsor, and each of its parent, affiliates, subsidiaries, consultants, agents, participating advertising and promotion agencies and suppliers, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, or misdirected Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or 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 Competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the Competition, the processing or judging of Entries, the voting of Entries, the announcement of the Awards, the incorrect uploading of the Entry, the use of the Award (including any travel or activity related to Award) or in any Competition-related materials or activities. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition. Released Parties are not responsible for injury or damage to any person, person's or entity's computer or personal property related to or resulting from participating in this Competition in any aspect, and/or downloading materials from or use of the WATS Site. Persons who tamper with or abuse any aspect of the Competition or WATS Site, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Competition be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole and absolute discretion to suspend, modify or terminate the Competition and, if terminated, at Sponsor's sole and absolute discretion, select the potential Winning Entries from all eligible, non-suspect Entries received prior to such termination using the judging criteria (with or without votes if the Public Voting Period was compromised or terminated early, as determined by Sponsor in its sole discretion) outlined above.

15. Request for List of Winning Entries: For a list of Winning Entries (available for thirty (30) days after) visit http://www.walmarttalentsearch.com.

16. Reporting Alleged Copyright Infringements: Pursuant to federal law and under the Digital Millennium Copyright Act ("DMCA"), Sponsor has a process by which any party who believes that his/her/its copyrighted material is being infringed may provide Sponsor with notice and request a takedown. In order to do so, please contact Sponsor's Copyright Agent in accordance with the instructions available at http://help.walmart.com/app/answers/detail/a_id/8/~/walmart.com-terms-of-us%20e#DMCA . All such requests will be handled pursuant to the procedures outlined at the link immediately above.

17. Rules of Record/Jurisdiction. These Official Rules are the rules of record for the WATS Competition and all Entries, these Official Rules, and the WATS Competition are governed solely and exclusively under U.S. law. By participating in the WATS Competition and agreeing to these Official Rules, each Entrant hereby agrees to exclusive jurisdiction and venue in the state and federal courts in the state of Arkansas. All entries are subject to these Official Rules.

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