

We Art Walmart Photo Contest Official Rules

THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN THE “WE ART WALMART” PHOTO CONTEST, WHICH IS VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE FOLLOWING COUNTRIES: UNITED STATES (INCLUDING D.C.), CANADA, MEXICO, CHILE, CHINA, INDIA, COSTA RICA, EL SALVADOR, HONDURAS, GUATEMALA, NICARAGUA, BOTSWANA, ESWATINI, LESOTHO, MALAWI, MOZAMBIQUE, NAMIBIA, SOUTH AFRICA, AND ZAMBIA. Subject to all applicable federal, state, commonwealth, provincial, territory and local laws and regulations.

ONLY Walmart associates living in the countries listed above may participate the “We Art Walmart” Photo Contest (the “Photo Contest” or the “Contest”); the Contest is not open to the general public. Participation is voluntary.

NOTE: While we encourage creativity and personal expression, please remember to keep all Entry submissions within the boundaries of Walmart’s workplace guidelines and good taste, and be sure your Entry (as defined below) is representative of Walmart and its global values and consistent with the Contest theme outlined below.

- 1. Contest Submission Period:** The Contest Submission Period for this Contest starts April 15, 2024, at 12:01:01 A.M. Central Time CT and ends at 11:59:59 pm CT on April 29, 2024 (the “**Contest Submission Period**”). Sponsor's clock, located in Bentonville, Arkansas is the official time-keeping device for this Contest.
- 2. Sponsor:** The Sponsor of this Contest is Walmart Inc., 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 Contest.
- 3. Eligibility:** The Contest is open to individuals who are (1) legal residents of the United States (including D.C.), Canada, Mexico, Chile, China, India, Costa Rica, El Salvador, Honduras, Guatemala, Nicaragua, Botswana, Eswatini, Lesotho, Malawi, Mozambique, Namibia, South Africa, and Zambia; (2) at least 18 years old or the age of majority in their jurisdiction of residence (whichever is older); and (3) part-time or full-time employees of Walmart Inc., its subsidiaries, or any legal holding of Walmart International and in good standing at all times during the Contest from the start of the Submission Period up to and including the time of awarding the prize, if applicable. “**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 in any of the countries specified in these Official Rules are eligible to participate.

Walmart associates involved in administering, judging, or working on any aspect of this Contest, temporary agency personnel and contingent staff are not eligible to participate and independent contractors or vendors who work on-site at a Walmart facility are not eligible to enter or win. Entrants may not be: (1) 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) under any other contractual relationship that may prohibit them from participating fully in this Contest, 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.

Individual associates who are the age of majority in their jurisdiction of legal residence and employed in Good Standing by Walmart or a legal holding of Walmart International who have not been otherwise excluded above are eligible to submit one (1) Entry (as defined in Section 4). Each eligible individual that submits an Entry that is in full compliance with these Official Rules is referred to as the “**Entrant**” and may sometimes hereinafter also be referred to as “you” and/or “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 (together, the “**Contest Entities**”) and in Good Standing at time of Entry, Contest and Award fulfillment.

- 4. How To Enter:** Walmart is inviting eligible Entrants to showcase the cities, towns, and communities they call home. To enter, interested Associates should visit the “We Art Walmart” Contest site at <https://walmartone.votigo.com/WeArtWalmart> (the “**Contest Site**” or the “**Site**”) during the Contest Submission Period, where they will be asked to: (1) read and accept these Official Rules, (2) complete the entry form provided at the Site, and (3) follow the instructions provided to submit a panoramic photo of their hometown taken by the Entrant that complies with all content and technical requirements as provided in these Official Rules and on the [Site](#) (the “**Entry**” or the “**Submission**”).

Limit: one (1) Entry per Entrant. Any attempt by any Entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant’s entries and that entrant may be disqualified at Sponsor’s discretion. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Entries will not be returned. Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise.

Associates should not participate in the Contest while they are working or on-duty. **Participation in the Contest is voluntary and is not required of any associate. Associates will not receive compensation for participating in the Contest, and must complete and submit their Contest entries, if any, off of Company premises and outside of their working hours, at times when they are not performing work for Sponsor.**

- 5. Entry/Submission Requirements:** Each Contest Entry must include the required entry form, which may be found on the Site, and one (1) panoramic photograph showcasing the city, town, or community you call home (referred to herein as the “**Photo**”). Your Photo may feature a community event, landmark, landscapes, or some other identifying feature of your

community, -- but may not feature identifiable individuals or include content that infringes any third party's intellectual property or right of publicity. The Photo must be your original work or it will not be accepted. Entrant will be required to accept these Official Rules when submitting the Contest Entry. Should any Entry not comply with these Official Rules, or with any of the specific Photo Requirements described below, Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that does not comply with said requirements. 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 Photo before or after the Contest Submission Period.

When you submit your Entry, you warrant and represent that the Entry (including the Photo) meets the following technical and content requirements:

- a. The Photo must be Entrant's wholly original work—you, the Entrant, must be the photographer who took the Photo and hold all rights to the image, and while your Photo doesn't have to be new, we encourage you to get out and create new fresh photographs. By submitting the Photo, you certify, warrant, and represent that you are the sole creator and copyright owner of the submitted Photo.
 - i. **Basic edits are permitted** and expected. These include edits such as exposure adjustments, shadow and highlight recovery, HDR (high dynamic range) capture if applicable, color balance and tint correction, cropping, sharpening, contrast, and black levels. Disclosure for these edits is not necessary.
 - ii. **Advanced editing is permitted but must be disclosed when you submit your Entry.** At proficiency, advanced editing could include layering, composites, cloning or healing tools, masking, warping, or heavy filters.
 - iii. Photos must not have a watermark, signature, or logo or any identifiable data.
 - iv. No illustrations, paintings, or Entries generated by Generative Artificial Intelligence ("**Gen AI**"). Sponsor may disqualify Entries and Photos that it believes were generated by Gen AI, illustrations, and paintings in its sole discretion, or that contain elements of same.
 - v. Content alteration of digital files will not be accepted.
 - vi. The addition of objects is not permitted.
- b. The Entry must comply with the Technical Requirements for Submissions:
 - i. Accepted file formats: RAW files, jpg or png.
 - ii. Maximum file size is 50 MB.
 - iii. Digital files must be at least 150 DPI – 1440 x 1800 pixels.
- c. The Entrant must hold all rights, title, and interest in the Entry and the Photo, including, but not limited to any artwork, likenesses, images, and other protected property that may be featured in the Photo. Photos that violate or infringe upon another person's rights, including but not limited to intellectual property, privacy, and otherwise, are not eligible.
 - i. For a Photo in which a person is recognizable, Entrant must be prepared to provide a signed release to Sponsor upon request from that person, or, in case of a minor, from the subject's parent or guardian indicating that the subject has granted the right for his/her/their likeness to be used in by Sponsor in the Photo. A sample release ("**Release**") is provided [here](#).

- ii. Similarly, Entrants whose Photo depicts other people's intellectual property (such as a sculpture, statues, paintings, and other copyrightable works and/or trademarks/logos ("**Works**")) must be prepared to provide a Release from the rights holder to the Sponsor upon request. When photographing the work of others, the Work must appear as an object in the environment and not appear in full-frame close-up.
- d. Entries must be in compliance with all national, federal, state, provincial, commonwealth, territorial, and/or local laws, and may not contain any content that is lewd, obscene, discriminatory, demeaning, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, infringing, or that puts Sponsor in a negative or false light, or that otherwise contain any inappropriate content or objectionable material, as determined by Sponsor in its sole, absolute and unfettered discretion. Photos that violate such laws, and/or contain sexually explicit, nude, obscene, violent, or other objectionable or inappropriate content, as determined by Sponsor in its sole discretion, may be disqualified.
- e. **Entries must not be contrary to the Walmart values, available at https://www.walmartethics.com/content/walmartethics/en_us.html, and/or the Walmart brand, as determined in Walmart's sole and absolute discretion.**
- f. Entries must not contain any personally identifiable information of any person other than Entrant. Should an Entry include personally identifiable information about yourself or any other individuals 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.
- g. If an Entrant is unable to provide any/all required Releases, Sponsor in its sole discretion reserves the right to disqualify the Entry, seek to secure the required releases, and/or permit the Entry to remain in the Contest with any necessary modifications.

Additional requirements and/or instructions regarding Entries and/or Photos may be posted by Sponsor on the Site. Each Entry will be screened by the Sponsor for compliance with these Requirements and all aspects of these Official Rules. Sponsor reserves all rights to remove any Entry from the Contest Site, or any other site, at any time during the Contest Submission Period, or thereafter, if, in Sponsor's sole discretion, such Entry is in violation of these Official Rules, and Entrants agree to same. 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. Entries that are not compliant with these Requirements and/or the Official Rules in accordance with Sponsor's sole and absolute discretion will cause the Entry to be void, at the discretion of the Sponsor. Sponsor shall have no liability of any kind to any Entrant or any third party with respect to Sponsor's removal of any Entry.

By submitting an Entry, you warrant and represent that: (a) you have all rights, including, without limitation, all rights of copyright, trademark and other intellectual property rights, to 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.

6. Winner Selection/Judging

- a. **Judging Criteria:** All eligible Entries submitted via the Contest Site and received by Sponsor will be judged based on the following criteria (“**Judging Criteria**”):
- i. Creativity/Originality (30%)
 - Relevance to the theme: Hometown and/or Community
 - Do all elements come together, with the photographer showing some creative thought or originality in making this image?
 - Was the subject or viewpoint presented in a unique way or was something common shown from a non-traditional point of view?
 - ii. Impact/First Impression (30%)
 - Is it eye-catching?
 - Is there effective communication between the photographer and viewer?
 - Is there a story told through the picture?
 - If yes, do the viewers receive it/is it likely they will receive it?
 - iii. Technical Quality (20%)
 - Is the photograph in focus?
 - If not, assess whether this could be intentional to enhance the image in an ‘artistic’ way.
 - Consider use of the following:
 - Shutter Speed
 - Proper Exposure
 - White Balance
 - Depth of Field
 - iv. Composition/Arrangement (10%)
 - Did the photographer use the best angle or an otherwise interesting perspective?
 - If there is a subject or objects within the photograph and are the objects arranged in a meaningful or pleasing manner?
 - Lighting (if applicable)
 - Is the Entrant thoughtful about proper lighting of the subject matter?
 - Do any extremes of darkness or brightness lend to or detract from the image content?
 - v. Editing (10%)
 - **Basic edits are permitted** and expected. These include edits such as exposure adjustments, shadow and highlight recovery, HDR (high dynamic range) capture if applicable, color balance and tint correction, cropping, sharpening, contrast, and black levels. Disclosure for these edits is not necessary.
 - **Advanced editing is permitted but should be disclosed**. At proficiency, advanced editing could include layering, composites, cloning or healing tools, masking, warping, or heavy filters.

- **Undisclosed advanced edits, if used, could lead to lowered ranking at judges' discretion.**
- b. **Judging Period.** Judging will be comprised of two phases – The Preliminary Judging Period, which will begin on April 30, 2024, and the Final Judging Period, which will end on May 18, 2024. Winners will be notified by no later than May 24, 2024.
- c. **Preliminary Judging Panel:** The preliminary judging panel will be comprised of five qualified judges (“**Preliminary Panel**”). Entries will be judged in accordance with the Judging Criteria and the Preliminary Panel will provide a score between 1-10 for each Entry with 10 being the highest score and 1 the lowest (“**Score**”). This Preliminary Panel will select 100 of the highest scoring “Semifinalists” and these Semifinalists’ Photos (“**Semifinalist Entries**”) will be then proceed to the Final Round of Judging as set forth below. In the event of a tie between one or more entrants, an additional "tie-breaking" judge selected by Sponsor in its sole and absolute discretion will judge the tied entries and break the tie to choose the determine the Semifinalists Entry/ies based on the Judging Criteria listed in these Official Rules. Sponsor reserves the right to select fewer than one hundred (100) Semifinalist Entries if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. In the event that Sponsor does not receive at least one hundred (100) qualified Entries, the top 50% of the received Entries will be selected as Semifinalist Entries. All judging will be conducted in accordance with these Official Rules, as applicable.
- c. **Final Judging and Winning Entry Selection:** The selected Semifinalists' Entries will be judged anew by an executive panel of judges (the “**Executive Judging Panel**”) using Judging Criteria, and scored 1-10 with 10 being the highest score and 1 the lowest score. The top twenty (20) Entries with the highest Score awarded by the Executive Judging Panel will be identified as the twenty (20) potential “**Winning Entries,**” and the Entrants who submitted those entries will be the potential “**Winners.**” 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 not to award all of the available prizes in the event that Sponsor does not receive a sufficient number of eligible and qualified Entries. Winning Entries will be selected by no later than May 18, 2024.
7. **Winner Notification and Award Verification:** Potential Winners will be notified by email no later than May 24, 2024. Potential Winning Entries are subject to verification of eligibility and compliance with these Official Rules prior to Award. Potential Winners will be required to execute/sign and return an Affidavit of Eligibility, a Publicity/Liability Release and Assignment of Rights confirming acceptance and compliance with these Official Rules and return same within three (3) calendar days of the date of notification of their potential winning status, otherwise the potential Winner may forfeit the Award which may then be awarded to the potential Winner with the next highest Score, at Sponsor's discretion. The potential Winners may also be subject to an interview by Sponsor to help ensure the potential Winner has complied with the Official Rules, and the potential Winner may be disqualified if their Entry is not in compliance with these Official Rules, as determined by Sponsor in its sole discretion. Potential Winners may further 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 Winners may be notified with no liability of any kind to Sponsor for taking such action. If a potential Winner is found to be ineligible or otherwise not in compliance with these Official Rules, the potential Winner declines to accept the Award, or if Sponsor is unable to contact a potential Winner within a reasonable period, the Award may be forfeited and, at the Sponsor's sole discretion, Award may be awarded to the Entry with the next highest Score 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 potential Winner.

- 8. Publicity Release:** By accepting the Award, the potential Winner consents to the use of his/her name, address (city and state), voice, statements relating to the Contest 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.
- 9. Prizes:** There will be **Twenty (20) Awards:** Each Winning Entry wins the opportunity to have their Photo featured at Walmart's new Headquarters' location ("new HQ") and the opportunity to be recognized with other winners during Sponsor's Associate week meeting occurring June 4 – June 7, 2024 (the "Award"). Sponsor reserves the right as to the date(s), time, and specific location(s) where the Winning Entries will be featured in the new HQ. 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 Contest 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. 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.
- 10. General Conditions: Void where prohibited by law and outside of the participating countries.** WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL DELIBERATELY TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Persons who tamper with or abuse any aspect of the Contest or the Contest 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. Sponsor and its agents are not responsible for (1) any

incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any award. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, (a) cancel the Contest; (b) void any suspect entries modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) void any suspect entries and award the Grant from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the Honoree selection criteria described above.

- 11. Limitation of Liability and Releases.** Sponsor, its subsidiaries, or any its legal holdings, and the respective officers and directors of same, and any employees involved in administering the Contest (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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging 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 Contest-related materials or activities. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. 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 Contest in any aspect, and/or downloading materials from or use of the Contest Site. For residents of India only: this release does not apply to personal injuries, death, damages, or losses caused by released parties' intentional or gross negligence, or fraudulent representation.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES THAT SPONSOR AND THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR

DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE AWARDS, PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR THE AWARDS CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, WIDESPREAD ILLNESS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

FOR RESIDENTS OF INDIA ONLY: THIS RELEASE DOES NOT APPLY TO PERSONAL INJURIES, DEATH, DAMAGES, OR LOSSES CAUSED BY RELEASED PARTIES' INTENTIONAL OR GROSS NEGLIGENCE, OR FRAUDULENT REPRESENTATION.

- 12. Intellectual Property Release and License to Photo:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, PHOTOGRAPH, COMMUNICATIONS OR OTHER SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS THAT ENTRANT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION, ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH ENTRIES. ENTRANT HEREBY GRANTS TO SPONSOR, AND TO ITS LICENSEES, SUCCESSORS AND ASSIGNS, AND ANY PERSON OR ENTITY ACTING ON ITS BEHALF, THE IRREVOCABLE WORLD-WIDE RIGHT AND EXCLUSIVE LICENSE IN PERPETUITY TO USE, PUBLISH, EXPLOIT, MODIFY, EDIT, TRANSMIT AND DISTRIBUTE THE ENTRY AND THE PHOTO, IN INCLUDING, WITHOUT LIMITATION, YOUR NAME, OCCUPATION, CITY, STATE, COUNTRY OF RESIDENCE, THE NAMES AND LIKENESSES OF ANY PERSONS OR LOCATIONS EMBODIED IN THE ENTRY AND PHOTO, IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEvised, WORLDWIDE, IN PERPETUITY FOR SPONSOR'S INDUSTRIAL, COMMERCIAL, DECORATIVE, PUBLIC RELATIONS, ADVERTISING AND PROMOTIONAL PURPOSES WITHOUT COMPENSATION, PERMISSION, CREDIT OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT AGREES THAT IF SPONSOR ELECTS TO USE ENTRIES FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MAY RESULT FROM THAT RELATING TO ENTRANT'S ENTRY FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR.

ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S ENTRY, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT.

- 13. Nature of Relationship/Waiver of Equitable Relief.** Each Entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their other associates. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Entry or any material based on or allegedly based on the Entry, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 14. Indemnification.** 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 Contest, 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 Contest.
- 15. Request for List of Winning Entries:** For a list of Winning Entries (available for thirty (30) days after Winners are announced) visit <https://walmartone.votigo.com/WeArtWalmart>.
- 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. For residents of India:** Entrants have the right to access, withdraw, and correct their personal data and under certain circumstances to oppose the collection or processing of

the information and request the status of Sponsor's use or sharing of Entrant's personal information. Entrants may request such action by contacting Sponsor. To exercise these rights, you may write to: Lydia.Buckley@walmart.com. The personal data will be stored by Sponsor on servers located within the United States.

18. Rules of Record/Jurisdiction. These Official Rules are the rules of record for the We Art Walmart Photo Contest and all Entries, these Official Rules, and the Contest are governed solely and exclusively under U.S. law. Except where prohibited, by participating in the Contest and agreeing to these Official Rules, each Entrant hereby agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Arkansas or the appropriate State Court located in Benton County, Arkansas; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas.

19. Severability. If any provision of these Official Rules is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from these Official Rules to the extent necessary to make such provision enforceable and consistent with the remainder of these Official Rules.