

## TRILLER RESIDENT DJ COMPETITION

### OFFICIAL RULES

#### No Purchase Required to Enter or Win

1. **ELIGIBILITY:** The Triller Resident DJ Competition (the “**Competition**”), is open to legal residents of the fifty (50) United States and the District of Columbia , as well as anyone outside the US who has a valid passport. Entrants must be eighteen (18) years of age or older at time of entry (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such entrant’s primary residence at the time of entry). Employees of Triller, Inc., BIG3 or any of their respective past, present, and future parent, subsidiary, or affiliate companies, or other companies associated with the promotion of the Competition (collectively, the “**Competition Entities**”), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee (whether related or not) are not eligible to participate in the Competition. The Competition is subject to all applicable federal, state, and local laws and regulations (collectively, “**Applicable Law**”) and is void in Puerto Rico, all United States territories and possessions, and where otherwise prohibited or restricted by Applicable Law.
2. **SPONSOR:** The Competition is sponsored and administered by Triller, Inc. (the “**Sponsor**”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Competition constitutes full and unconditional agreement to, and acceptance by each applicable entrant (each, an “**Entrant**”) of, these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon full compliance with these Official Rules and fulfilling all requirements set forth herein.

THESE OFFICIAL RULES ARE A LEGALLY BINDING AGREEMENT BETWEEN EACH ENTRANT AND THE CONTEST ENTITIES AND GOVERNS EACH ENTRANT’S ENTRY IN THE CONTEST. BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES. An Entrant’s failure to comply with these Official Rules at any time will void their Entry(ies) (defined herein).

4. **COMPETITION PERIOD AND ENTRY PERIOD:** The Competition begins on July 13, 2021 at 12:00 am Eastern Time (“**ET**”) and ends on September 12, 2021 at 11:59 pm ET (the “**Competition Period**”). Entries (defined herein) for the Competition will be accepted between 12:00 am ET on July 13 2021 and 11:59 pm ET on August 8, 2021 (the “**Entry Period**”). Only an Entrant’s Entry will be collected during the Entry Period. Sponsor’s computer, or that of Sponsor’s designee, runs the official clock for the Competition and will solely determine the time by which an Entry (“**Entry**”) is received.

5. **HOW TO ENTER:** During the Entry Period, an Entrant must log into his/her respective registered user account (“**Triller Account**”) within the Triller mobile application (the “**Triller App**”) via a link to such Entrant’s registered user account (“**Instagram Account**”) within the Instagram mobile application (“**Instagram App**”) and, within the Triller App, either record in the Triller App or upload from his/her mobile device storage (i.e., camera roll) an “DJ Performance” (not to exceed five [5] minutes in duration) of him/herself performing a set which may include beat matching, phrasing, mixing, and scratching by selecting the pink plus icon at the bottom of the home screen, then the “Vlog” option, and then either the pink star camera icon at the bottom of the screen to record in the Triller App or photo icon at the bottom of the screen to upload, and then post the “DJ Performance” to such Entrant’s public Triller Account profile page by selecting the “Share” icon, including the hashtags #TrillerDJ in the post caption, ensuring “Set to Private” is deselected or toggled off, and selecting “Post & Save” option. Each “DJ Performance” properly created, uploaded, and tagged will count as one (1) entry (an “**Entry**”). If an Entrant fails to link his/her Triller Account to his/her Instagram Account, fails to post the Entry publicly within the Triller App, fails to post the Entry with the proper #@ tag, or otherwise fails to comply with the other eligibility rules described herein, the Entry will be deemed ineligible and will not count and will be voided. If an Entrant does not already have the Triller App (or a Triller Account), he/she may download the Triller App for free from Google Play or the App Store and register a new Triller Account at no cost. If an Entrant does not already have the Instagram App (or an Instagram Account) or has not linked his/her Instagram Account with his/her Triller Account, he/she may download the Instagram App for free from Google Play or the App Store, register a new Instagram Account at no cost in accordance with Instagram’s Terms of Service (<https://help.instagram.com/581066165581870>), Platform Policy (<https://help.instagram.com/325135857663734>), and Privacy Policy (<https://help.instagram.com/519522125107875>), and then, within the Triller App, select the profile icon at the bottom of the home screen and then select “Edit Profile” to enter his/her “Instagram Username” in the field provided. To ensure an Entry is publicly viewable, the Entrant must select the profile icon at the bottom of the home screen and then “Edit Profile” to make sure “Private Account” is deselected or unchecked and ensure when posting the Entry that the “Set to Private” option is deselected or toggled off. All Entries must be received during the Entry Period in order to be eligible. Each Entry may only feature the applicable Entrant and not any other person, must contain a live DJ Performance by the Entrant, and may not exceed five (5) minutes in duration. The DJ Performance featured in an Entry may only be an original work by the Entrant. Sponsor will not receive or review Entries from “protected” or “private” Triller Accounts or posts. An Entrant is prohibited from setting up multiple Triller Accounts for the purpose of submitting multiple Entries in the Competition. By creating a Triller Account and submitting an Entry, the Entrant will be required to agree to Triller’s Terms of Service ([http://triller.co/terms/triller\\_terms.pdf](http://triller.co/terms/triller_terms.pdf)) and Privacy Policy ([http://triller.co/privacy/triller\\_privacy\\_policy.pdf](http://triller.co/privacy/triller_privacy_policy.pdf)), each of which are hereby incorporated by reference herein. If the Entrant does not agree to Triller’s Terms of Service and Privacy Policy, such Entrant cannot create a Triller Account and cannot participate in the Competition.

If an Entrant chooses to download the Triller App and/or Instagram App to participate in the Competition, he/she must be aware that **INTERNET ACCESS IS REQUIRED AND STANDARD DATA RATES MAY APPLY**. There is no guarantee that the Triller App or Instagram App will work with all wireless carriers, Internet service providers, or on all mobile devices. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on the Entrant's mobile phone bill or be deducted from their prepaid account balance. Wireless carriers' rate plans may vary, and an Entrant should contact their wireless carrier for more information on messaging rate plans and charges relating to their participation in this Competition. Mobile device service may not be available in all areas. An Entrant should check his/her mobile device's capabilities for specific instructions. **THERE IS A LIMIT OF ONE (1) ENTRY PER ENTRANT USING ONLY ONE (1) TRILLER ACCOUNT AND ONE (1) INSTAGRAM ACCOUNT FOR THE DURATION OF THE ENTRY PERIOD (AND SUCH TRILLER ACCOUNT AND INSTAGRAM ACCOUNT MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE CONTEST PERIOD FOR EACH SUBSEQUENT STAGE OF THE CONTEST THAT AN ENTRANT ADVANCES TO BEYOND THE ENTRY PERIOD)**. Entries received from any person or registered Triller Account/Instagram Account in excess of the stated limitation, outside of the Entry Period, or through the use of agencies, robotic, repetitive, automatic, programmed or similar methods, will be ineligible and will not count and will be deemed void. Sponsor reserves the right to disqualify any Entrant who fails to abide by these eligibility rules. **FOR THE AVOIDANCE OF DOUBT, INSTAGRAM IS NOT A SPONSOR OF THIS COMPETITION.**

No Entry may contain any content that Sponsor, in its sole discretion, determines to:

- (a) be vulgar, offensive, sexually explicit, profane, or pornographic;
- (b) be derogatory or discriminatory of any age, color, disability, gender identity or expression, genetic information, marital or familial status, national or ethnic origin, race, religion, sex, sexual orientation, or veteran status;
- (c) endorse any form of hate or hate group;
- (d) defame, misrepresent, or contain disparaging remarks about other people, products, or companies;
- (e) be violent or promotes the use of alcohol, illegal drugs, tobacco, weapons, or unsafe activities;
- (f) promote any political agenda or message;
- (g) contain any material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement
- (h) contain third-party trademarks, logos, insignia, including brand names of any products, trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without permission. Sponsor reserves the right, in its sole discretion, to remove or blur, or to ask applicable the applicable Entrant to remove or blur any non-material elements (e.g., small logos on clothing, artwork

hanging in the background, etc.) rather than disqualify an otherwise compliant Entry;

- (i) contain any personal identification, such as persons' names, email addresses, street addresses, or license plate numbers, except as already enabled to be displayed publicly through the Triller App's functionalities (e.g., username);
- (j) communicate messages or images inconsistent with the positive image of any of the Competition Entities' respective names, trademarks, logos, insignias, or brands;
- (k) violate any Applicable Law; or
- (l) include or refer to any third parties, including, but not limited to, minor children, celebrities, friends, or other persons, who have not expressly authorized such inclusion or reference.

Sponsor reserves the right to reject and/or void any Entry which Sponsor determines, in its sole and absolute discretion, does not meet the above criteria or is otherwise offensive or is not in keeping with any of the Competition Entities' respective images and reputations. Sponsor reserves the right to remove any Entry from the Triller App or disqualify any Entry without prior notice to the applicable Entrant. By submitting an Entry, an Entrant represents and warrants that he/she consents to the submission and use of his/her Entry(ies) in the Competition and to its use as otherwise set forth herein.

6. **ENTRANT'S REPRESENTATIONS AND WARRANTIES:** By entering, each Entrant represents and warrants that (a) he/she has the right to submit each Entry and to grant to Sponsor a license to use each Entry as described below; (b) his/her Entry consists only of original work and each Entry has not previously been published anywhere else or entered into any other Competition; (c) he/she has not granted any person or any corporation, company, governmental authority, limited liability company, partnership, trust, estate, association, or any other individual entity or organization in his, her, or its own or any representative capacity any rights to use each Entry; (d) each Entry meets the eligibility criteria set forth above in Section 5; (e) each Entry does not defame or violate the rights of publicity or privacy of any person, living or deceased, or otherwise infringe upon the publicity rights or privacy of any third person, living or deceased, or otherwise infringe upon any person's personal or property rights or other third-party rights; and (f) each Entry is not offensive or inappropriate, as determined by Sponsor in its sole discretion, nor does it violate any Applicable Law. By submitting an Entry, each Entrant represents and warrants that he/she consents to the submission and use of each Entry in the Competition and to its use as otherwise set forth herein.
7. **OWNERSHIP:** Entrant understands and agrees that he/she shall retain all ownership rights in his/her respective Entry(ies); however, by submitting an Entry, each Entrant hereby acknowledges and agrees that Sponsor shall be granted the same rights in and to such Entries as Sponsor receives with respect to any content and material recorded or uploaded by a registered user of the Triller App pursuant to Triller's Terms of Service and each Entrant hereby further grants the Competition Entities and their respective licensors, licensees, and advertisers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, transferrable, assignable, sublicensable (through multiple tiers) right and license to use, copy, reproduce, display, distribute, publish, modify, adapt, make

derivative works of, make collective works with, translate, and otherwise exploit any Entry, in whole or in part, in any and all media now known or hereafter discovered (including, without limitation, online or in print, film, or television) throughout the world in perpetuity without compensation, permission or notification to Entrant or any third party, for any purpose whatsoever (including, without limitation, the promotion of the Competition and the Triller App and in connection with all service functionalities offered via the Triller App), and to identify such Entrant as the source thereof.

By submitting an Entry, each Entrant acknowledges and agrees that Sponsor may obtain many submissions in this Competition and that each Entry may be similar or identical in theme, idea, format, or other respects to other Entries submitted in this Competition or other promotions or contests sponsored by any of the Competition Entities, or to other ideas conceived by or provided to any of the Competition Entities, and the Entrant waives any and all Claims (defined herein) he/she has or may have, now or in the future, that any Entry and/or other works accepted, reviewed and/or used by any of the Competition Entities that are similar or identical to each Entry. Except where prohibited by Applicable Law, the Entrant acknowledges and agrees that Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right in and to each Entry.

8. **VOTING STAGES AND JUDGING GENERALLY:** The Competition will consist of three (3) distinct voting stages (the “**Stage(s)**”): (i) an initial qualifying Stage with judges Swizz Beats and Tim Mosley selecting the top sixteen (16) Stage 2 Qualifiers from the eligible Entries received during the Entry Period; (ii) a second stage in which live performances of the Entries by the sixteen (16) Stage 2 Qualifiers during one or more Verzuz Live events will be voted on by viewers with the top four (4) receiving the most votes becoming the final four (4) Stage 3 Qualifiers; and (iii) Stage 3 in which the Winner will ultimately be selected from the final four (4) Stage 3 Qualifiers following a live performance of their Entries in front of a live panel of judges during a dedicated Triller Fight Week Verzuz Event in September, 2021. The Winner shall be named the Triller Resident DJ for a period of one (1) year and begin by performing live at the next Triller Fight Club event. In all cases with ties or indecision resolved by Sponsor in its sole discretion.
  
9. **INITIAL QUALIFYING STAGE VOTING AND JUDGING:** Sponsor will screen all eligible Entries received during the Entry Period with the assistance of judges Swizz Beatz and Tim Mosley (“**Judges**”) based on the following criteria:
  - (a) Beat matching (20%)
  - (b) scratching (20%)
  - (c) phrasing (20%)
  - (d) mixing (20%)
  - (e) Style and professionalism of performance (20%)

The sixteen (16) Entrants with the highest-scoring Entries based on these criteria, as determined by the Judges and Sponsor in their sole discretion (the “Potential Stage 2 Qualifiers”) will be announced on “808” Day on August 8, 2021 and will advance to Stage 2, subject to verification of eligibility and compliance with these Official Rules.

10. **Stage 2**

**Stage 2 Qualification Requirements:** The Potential Stage 2 Qualifiers will be contacted via their Instagram Accounts through the Instagram App direct message chat function (“**Instagram Direct Message**”) or email at the email address associated with their respective Instagram Accounts (“**Instagram Email**”) on or about August 10, 2021. If any Instagram Direct Message or Instagram Email to a potential Stage 2 Qualifier is undeliverable, if a response to any Instagram Direct Message or Instagram Email is not received within twenty-four (24) hours of date of its sending, or if any potential Stage 2 Qualifier does not comply with these Official Rules, at Sponsor’s sole discretion, the opportunity to proceed to Stage 2 may be forfeited and the next runner-up may be selected by Sponsor in its sole discretion. Stage 2 Qualifiers will be required to execute and return an affidavit or declaration of eligibility and a liability release and, where permitted by Applicable Law, a publicity release in one or more forms provided by Sponsor within twenty-four (24) hours of the date and time of initial contact, or the opportunity to proceed to Stage 2 may be forfeited and, at Sponsor’s discretion, the next highest scoring Entry(ies) may be selected. Where permitted by Applicable Law, each potential Stage 2 Qualifier must agree to a background check before proceeding to Stage 2. Sponsor reserves the right to disqualify a potential Stage 2 Qualifier for any reason as Sponsor determines in its sole discretion, including, without limitation, based on driver history or record, any drug or alcohol dependency or treatment, criminal arrests or convictions, or settled or pending lawsuits. Stage 2 Qualifiers understand and agree that their Stage 2 Entry (defined herein) will be performed live by them during one or more Verzuz Live events and available for public viewing during the Verzuz Live events. Eligible Stage 2 Qualifiers that do not advance to Stage 3 will not receive a prize.

**Stage 2 Voting:** During Stage 2 Voting, which begins at 12:00 am ET on August 11, 2021 and end at 11:59 pm ET on September 9 2021, each Stage 2 Qualifier will perform their Entry live during one or more Verzuz Live event/s and be voted on by the viewers to determine the final four (4) Stage 2 Qualifiers with the most votes who will advance to Stage 3, subject to verification of eligibility and compliance with these Official Rules. There will be a live voting mechanism that will be happening during the Verzuz performances, during which any person can vote. These performances can be found by visiting [go.triller.co/residentdj](https://go.triller.co/residentdj) to cast a vote. To cast their vote for a particular Stage 2 Qualifier performance, voters must register for or login to Triller and click on the corresponding performer's icon during the Verzuz Live event. Votes will only be collected via the method described above. Eligible votes received for each Stage 2 Qualifier performance will be tallied. Limit one (1) vote per person per performance for the duration of Stage 2 Voting Period. Votes received from any person or email address in excess of the stated daily limitation will be void. Only votes submitted during the Verzuz Live event will be eligible. Votes submitted via any other method, including, but

not limited to, U.S. Postal Service, facsimile, or other express delivery services, will NOT be accepted. A Stage 2 Qualifier is prohibited from obtaining votes by any fraudulent or inappropriate means or practices, including, without limitation, offering prizes or other inducements to other individuals and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for them, as determined by Sponsor in its sole discretion. Any intent to impair or subvert the integrity of the voting process is prohibited and all such votes will be void.

In the event of a tie, Sponsor will determine the four (4) Stage 2 Qualifiers with the most votes to advance to Stage 3 based on the above stated criteria. Decisions of the Judges and Sponsor are final and binding.

11. **STAGE 3**

**Stage 3 Judging and Voting:** During Stage 3 Judging and Voting, which begins at 12:00 am ET on September 10, 2021 and ends at 11:59 pm ET on September 12, 2021, the four (4) Stage 3 Qualifiers will each perform live in front of a panel of judges which includes Timothy Mosely & Swiss Beatz (“**Judges**”) during a live dedicated Triller Fight Week Verzuz Event in September, 2021. The performances will be judged by the Judges and the Winner selected based on the following criteria set forth below:

- (f) Beat matching (20%)
- (g) scratching (20%)
- (h) phrasing (20%)
- (i) mixing (20%)
- (j) Style and professionalism of performance (20%)

**Winner Qualification Requirements:** Based on the judging criteria set forth above, the one (1) Stage 3 Qualifier with the highest-scoring Stage 3 performance, as determined by the Judges and Sponsor in their sole discretion, will be deemed the Winner and will receive the Grand Prize as described below in Section 13, subject to verification of eligibility and compliance with these Official Rules. Decisions of the Judges and Sponsor are final and binding. The potential Winner will be announced during the live dedicated Triller Fight Week Verzuz Event in September, 2021. If the potential winner does not meet the verification of eligibility and compliance with these Official Rules, at Sponsor’s sole discretion, the opportunity to win may be forfeited and the next runner-up may be selected by Sponsor in its sole discretion. Eligible Stage 3 Qualifiers that are not declared the Winner as set forth above will not receive a prize.

12. **GRAND PRIZE:** Sponsor will award one (1) grand prize package (the “**Grand Prize**”) to the Winner, with the following estimated retail values (“**ERV**”), consisting of the following:

One year contract with Triller to perform as the “Triller Resident DJ” at events specified by Triller with an annual salary of one million dollars (\$1,000,000).

The total ERV of the Grand Prize is at least \$1,000,000.00.

The Winner is strongly advised to obtain his/her own independent legal counsel, the cost of which is not included in the Grand Prize and shall be at the Winner's sole cost and expense.

No consolation or participation prizes will be awarded to any other Entrant.

The ERV of the Grand Prize is subject to change based on current market conditions at time of Grand Prize fulfillment. Any difference between the ERV and the actual value, if any, will not be awarded to the Winner. The Grand Prize is awarded "as-is" without any warranty or guarantee, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The date for fulfillment of the Grand Prize will be on or before December 21, 2022 and such date is subject to change in Sponsor's sole discretion. No substitution, transfer, or cash equivalent of the Grand Prize or any portion thereof is permitted, except by Sponsor in its sole discretion, in which case a prize of comparable or greater value may be awarded. The Grand Prize does not include any additional expenses or incidentals that the Winner may incur at any time in connection with the Grand Prize, including, but not limited to, travel, lodging, and other transportation costs, Internet, or telecommunications charges such as data usage, text messaging and phone calls, costs of using the Grand Prize in any manner, legal costs, or any federal, state, and local sales or other taxes and surcharges, which are the sole responsibility of the Winner.

By accepting the Grand Prize, where permitted by Applicable Law, the Winner hereby grants to the Competition Entities and those acting pursuant to the authority of Competition Entities (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast, and use worldwide IN ALL MEDIA, in perpetuity, without limitation at any time, the Winner's name, photo, portrait, picture, video, actual or simulated likeness, image, voice, address (city and state), biographical information, and any other material based thereon or derived therefrom for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval, or notification.

13. **PRIVACY AND PUBLICITY:** All information submitted by Entrant in the Competition will be treated according to Triller's Privacy Policy, available at [http://triller.co/privacy/triller\\_privacy\\_policy.pdf](http://triller.co/privacy/triller_privacy_policy.pdf). Note that, unless an Entrant changes his/her privacy settings within the Triller App, all Entries created within and/or uploaded to the Triller App through such Entrant's Triller Account will remain publicly viewable, accessible, and shareable following the Competition Period in accordance with Triller's Privacy Policy. To make a Triller Account and its content private, an Entrant would need to select the profile icon at the bottom of the home screen and then "Edit Profile" and make sure "Private Account" is selected or checked. Except where prohibited, participation in the Competition constitutes an Entrant's consent to Sponsor's use of Entrant's name, likeness, voice, opinions, biographical information, and state of residence for Competition purposes in any and all media now known or hereafter



discovered (including, without limitation, online or in print, film, or television) throughout the world and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by Applicable Law) or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

14. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but not limited to, fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either (a) suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules or (b) determine the Winner from among the eligible Entries received during the Competition Period up to the time of the impairment using the judging criteria outlined above. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the Entry process or the operation of the Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of Applicable Law (both criminally and civilly) and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by Applicable Law. Neither any course of conduct or dealing by Sponsor nor failure or delay by Sponsor in exercising any right, power, or privilege under these Official Rules will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of any other right, power, or privilege. A waiver given by Sponsor will be applicable only to the specific instance for which it is given unless expressly stated otherwise in writing.
15. **WARRANTIES AND CONSENTS:** By completing and submitting any Entry, each Entrant (a) represents and warrants that (i) he/she has read, and agree to be bound by, these Official Rules, and (ii) based on the Official Rules, he/she is eligible to participate in the Competition; (b) irrevocably consents to the use of his/her name and/or likeness and each Entry by the Competition Entities for promotional purposes in any and all media now known or hereafter discovered (including, without limitation, online or in print, film, or television) throughout the world and on the Internet, and in perpetuity, without compensation (unless prohibited by Applicable Law) or additional consents; and (c) agrees to be bound by the interpretations of these Official Rules by Sponsor which are final in all matters relating to the Competition.
16. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Competition, each Entrant agrees to indemnify, defend, release, and hold harmless the Competition Entities and their respective past, present, and future licensors, licensees, and advertisers and their respective past, present, and future officers, directors, shareholders, managers, members, employees, consultants, agents, successors, and assigns (collectively, the “**Released Parties**”) from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident,

delay, inconvenience, or irregularity, and any indirect, incidental, consequential, special, punitive, or exemplary damages of any kind even if the parties have been advised of the possibility of such loss or damages), costs, and expenses (including, without limitation, attorneys' fees and court costs) that may arise in connection with (a) the Competition, including, but not limited to, any Competition-related activity or element thereof, any Entrant's participation or inability to participate in the Competition, any person's voting or inability to vote for an Entry, or any Entrant's receipt of any prize, including the Grand Prize, (b) the violation of any third-party privacy, personal, publicity, or proprietary rights, (c) typographical errors in these Official Rules or any Competition materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence, or willful misconduct in connection with the use of the Entries, (e) any change in the Competition due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, epidemic or pandemic, any actions, regulations, orders, or requests by any governmental or quasi-governmental entity (whether or not any such action, regulation, order, or request proves to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Competition, (g) human error, (h) the failure of any third party to comply with the instructions and proper administration of this Competition, (i) incorrect or inaccurate transcription, receipt, or transmission of any part of the Entries, (j) any technical malfunctions or unavailability of any website or telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by an Entrant, (k) interruption or inability to access the Competition, the Triller App, the Instagram App, or any other website, subdomain, or mobile application via the Internet due to hardware or software compatibility problems, (l) any damage to such Entrant, voter, or any third party's computer and/or its contents related to or resulting from any part of the Competition, (m) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (n) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable, or damaged Entries, (o) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (p) the collection, use, and/or sharing of such Entrant's personally identifiable information by Sponsor or its designees, or (q) the negligence of or willful misconduct by any Entrant. Sponsor reserves the right to terminate the Competition if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Competition) and/or to select the Winner from among all eligible Entries received prior to such termination (collectively, "**Claims**").

17. **GOVERNING LAW; DISPUTE RESOLUTION:** Each Entrant agrees that any and all Claims arising out of, or connected with, the Competition and all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's rights or obligations, or any of the Competition Entities' rights or obligations in

connection with the Competition shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules, and resolved individually and without resort to any form of class action (except where prohibited by Applicable Law), exclusively in the state or federal courts located in the County of Los Angeles in the State of California, and Entrant hereby waives all jurisdictional, venue, and inconvenient forum objections to such courts.

18. **COMPETITION RESULTS:** To receive the name of the Winner, any person may mail their request with a self-addressed, stamped standard sized envelope (i.e., #10 envelope) to Triller, Inc., Attention: Triller Resident DJ Competition, 2121 Avenue of the Stars, Suite 2320, Los Angeles, California 90067, for receipt no later than December 31, 2021. Vermont residents omit return postage.

**THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

This Competition is in no way sponsored, endorsed, or administered by, or associated with Instagram, LLC or any of its affiliate entities. The Instagram name and logo are trademarks of Instagram, respectively, in the United States and other countries. Each Entrant understands that he/she is providing their information to Sponsor, and not to Instagram. However, any information that you transmit through Instagram may be collected and/or processed by Instagram in accordance with its data collection and use practices.

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## LEGAL DISCLOSURES

### Website

**NO PURCHASE NECESSARY TO ENTER OR WIN IN THE TRILLER RESIDENT DJ COMPETITION.** Open to legal residents of the contiguous 50 U.S. states & D.C. who are 18 years or older at time of Entry. Void where prohibited. Competition submission period starts July 13, 2021 and ends September 12, 2021. For all promotion dates/times and additional details, see Official Rules, which govern, click [here](https://go.triller.co/residentdj) [go.triller.co/residentdj]. Sponsor: Triller, Inc.

### Print Media

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