



## CAPTURE THE MOMENT CONTEST

### OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN TO ALL LEGAL RESIDENTS OF THE U.S. 18 YEARS OF AGE OR OLDER.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH META ("FACEBOOK" and "INSTAGRAM") OR X Corp., INC. ("X") OR GOOGLE LLC ("YOUTUBE") OR ANY OF THEIR AFFILIATES. INTERNET ACCESS IS REQUIRED FOR ENTRY.

**1. PARTICIPATION:** By completing the entry form and providing your valid contact information to the CAPTURE THE MOMENT CONTEST (the "CONTEST"), you are officially entered into the CONTEST and you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, and RADIATE HOLDCO, LLC doing business as ASTOUND ("SPONSOR"), on the other. These Official Rules apply only to this CONTEST (as defined above) and not to any other sweepstakes, giveaways, or contests conducted by SPONSOR.

**2. ELIGIBILITY:** The CONTEST is open to all legal residents of the United States who are 18 YEARS OF AGE OR OLDER as of date referenced below as the start date for the CONTEST ("Entrants"). Proof of residency and age may be required. ASTOUND employees and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of ASTOUND employees (whether or not a family member), are not eligible to enter or win. By entering the CONTEST, each Entrant agrees to release and hold harmless SPONSOR from any injury, loss, death, damage, action, claim, demand or other liability that may occur from Entrant's participation in the CONTEST or from the acceptance, use or misuse of any prize awarded, or attendance at any event. SPONSOR reserves the right to verify eligibility qualifications of any winner. U.S. law governs the CONTEST.

**3. HOW TO ENTER:** All CONTEST entries must be made by (i) Publish a photo or video of your favorite moments/memories on Instagram, Facebook, YouTube or X (formerly known as Twitter) (ii) tag Astound by using the hashtag (#WeAreAstound) on Facebook, X (formerly Twitter), Instagram or YouTube (iii) Invite friends and family to vote on your

photo/video submission at [astound.com/capturethemoment](https://astound.com/capturethemoment), beginning at 9:00 am EST on April 22, 2025 and ending at 9:00 p.m. EST on July 7, 2025. Please note that in addition to all other eligibility requirements being met, profile privacy settings must be set to “public” in order for the applicable account holder to participate or win. Entrants are required to provide valid, up-to-date contact information.

#### **4. EACH QUALIFIED SUBMISSION MUST:**

- Be received on one of the social media platforms noted above within the designated time frame (see below);
- Be a photo or video of your favorite moments/memories on Instagram, Facebook, YouTube or X (formerly known as Twitter)
- Have a photo or video tagged with the Capture the Moment Contest hashtag - #WeAreAstound
- Come from an entrant’s profile with privacy settings set to “**public**”.

Sponsor will accept entry to the CONTEST from April 22, 2025 at 9:00 am EST through July 7, 2025 at 9:00 pm EST. Sponsor will accept votes from April 22, 2025 at 9:00 am EST through July 7, 2025 at 9:00 pm EST.

Any entry containing photo and/or video materials that, in Sponsor’s sole and absolute discretion, violate the following criteria or these Official Rules will be disqualified:

- Submitted photo and/or video files must meet and abide by all rules and regulations applicable to the social media platform on which the content is posted, and NOT include: (i) images of other people (alive or dead), without permission from said person; (ii) materials that violate or infringe another entity or person’s rights, including, but not limited to, privacy, publicity or intellectual property rights, copyright, trademark, logo, trade dress; (iii) advertise or promote any brand or product of any kind, or contain any personally identifiable information, such as license plate numbers, names, email addresses, street addresses; or (iv) contain content which is (or promotes activities which are), or may be construed as, sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.

- Entry Must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property.

By entering the CONTEST, all qualified submissions become eligible to win a prize. Out of all qualified submissions, six (6) winners will be selected on or about July 10, 2025.

Winners will be selected based upon the number of votes received among qualified submissions. Winners will be contacted by SPONSOR via the Social Media handle provided in their CONTEST entry, within three (3) business days after the winners have been selected. Additionally, the winner may be announced via Social Media platforms, including Facebook, Instagram, X (formerly Twitter)) and/or YouTube.

All entries submitted as part of the CONTEST shall become the property of SPONSOR. The submission shall constitute an assignment of the copyright and all other rights to the entry. SPONSOR assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. SPONSOR reserves the right to modify, suspend, or terminate the CONTEST in whole or in part by giving such notice, in any form and manner deemed appropriate by SPONSOR. Should promotion be modified, suspended, or terminated as aforesaid, the prizes will nevertheless be awarded from eligible entries previously received and in accordance with these Official Rules.

**5. CONDITIONS OF ENTRY:** A qualified entry must be received via all or any of the social media platforms listed in Section 3 above. Incomplete entries may be declared void. By entering, Entrants agree to comply with these Official Rules, including all eligibility requirements. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by SPONSOR for the purposes of entry tracking and as set forth in SPONSOR's online privacy policy, which can be found at <https://astound.com/policies-disclaimers/privacy-policy/>. SPONSOR is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. All entries become the property of SPONSOR. **One entry per household will be eligible to participate in the CONTEST. Duplicate entries will be disqualified.** One vote per person will be accepted to select the CONTEST winner(s). Duplicate votes will be void. Votes will be tagged with a unique identifier (email address), submitted at the time of voting.

**RESTRICTIONS:**

o One entry per household will be eligible to participate in the CONTEST. Duplicate entries will be disqualified.

o One vote per person will be accepted to select the CONTEST winner(s). Duplicate votes will be void.

**6. PRIZES:** There will be a total of SIX (6) grand prizes ("PRIZE(s)"), with one prize awarded to six (6) winners, who shall receive:

Prize Type	Prize Pack	Prize Description	Total Winners	Total Prize AVR
Grand	Ultimate Creator Prize Pack - Apple	Mobile Phone Tripod Stand	3	\$119.67
		iPhone 16; 256GB		\$2,926.35
		Fujifilm Instax Mini Printer		\$409.35
		Macbook Air 13"		\$3,461.85
		Miniature Ring Light		\$62.97
Grand	Ultimate Creator Prize Pack - Android	Mobile Phone Tripod Stand	3	\$119.67
		Samsung Galaxy S25; 256GB		\$2,708.97
		Fujifilm Instax Mini Printer		\$409.35
		Macbook Air 13"		\$3,461.85
		Miniature Ring Light		\$62.97

The estimated retail value ("ERV") of the GRAND PRIZE is \$2,326.73 (Apple prize pack) or \$2,254.25 (Android prize pack). Actual Retail Value ("ARV") of the GRAND PRIZE may vary. Difference between the ERV and ARV will not be awarded. GRAND PRIZE will be awarded "as is" with no warranty or guarantee, either express or implied by SPONSOR.

The prize has no cash redemption value. Any federal, state, or local taxes on the prize are the sole responsibility of the winner. For prizes with an ARV of \$600 or greater, Winner may be required to complete form W-9 and/or 1099 for tax reporting purposes. The value of the ONE (1) prize package is \$2,326.73 (Apple prize pack) or \$2,254.25 (Android prize pack). No substitution or transfer of prizes permitted, except at the sole discretion of SPONSOR. If any portion of a prize is unavailable, SPONSOR reserves the right to substitute that portion of a prize with a prize of equal or greater value. SPONSOR shall use commercially reasonable efforts to deliver all prizes and shall retain all records related thereto.

**7. GENERAL CONDITIONS:** This CONTEST is void where prohibited. Each winner selected will be required to sign and return any applicable documents sent by SPONSOR related to the CONTEST, which may include, but are not limited to, a letter of prize acceptance, waiver of liability, tax documents, an affidavit of eligibility and photo/video release form within three (3) days of notification. Failure to return documents as specified or if prize notification is returned as undeliverable will result in such entry being disqualified, and an alternate winner being selected from eligible entries previously received. Where permitted by law, winner (except in the case of a minor) agrees to grant to SPONSOR and SPONSOR's licensees, affiliates, designees and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including, but not limited to, the world wide web, at any time or times, the Winner's entry, name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, notification, or permission; and further, without such additional compensation, appear for, or provide biographical information for use in any presentation or other activity, which may include filming, audio, video, electronic or other recordings and/or interviews as may be determined by SPONSOR. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected from eligible entries previously received and in accordance with these Official Rules. While not obligated to do so, SPONSOR may, in its sole discretion, bear such reasonable costs and expenses which SPONSOR, in its sole discretion, deems appropriate for winners or potential winners to appear for a presentation or other activity. By participating in the CONTEST, Entrant agrees to release and hold harmless SPONSOR and its respective parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any CONTEST-related activity, or participation in this CONTEST.

IN NO EVENT WILL ANY SPONSOR, ITS PARENT, SUBSIDIARIES, LICENSEES, AND/OR AFFILIATES AND RELATED COMPANIES, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE CONTEST, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, ALL

CONTENT ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ENTRANTS ARE ADVISED TO CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

SPONSOR reserves the right, at SPONSOR's sole discretion, to disqualify any individual SPONSOR determines (i) to have tampered with the entry process or the operation of the CONTEST or web site (ii) to have been, or be in, violation of the terms of service of SPONSOR's website (iii) to have been, or be, acting in violation of these Official Rules (iv) or to have been, or be acting in an unsportsmanlike, unprofessional, or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account or social media handle, the primary account holder of the email account or social media handle used to enter the CONTEST at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address. Only one entry per household will be eligible to participate in the CONTEST.

By entering the CONTEST you agree to receive communications related thereto from SPONSOR.

**8. COLLECTION OF INFORMATION:** SPONSOR will not sell, rent or otherwise transfer any information, obtained throughout the course of this CONTEST, to any third party, except as expressly stated herein. As stated above, the CONTEST is not open to minors under the age of majority in their country of residence without the express consent of a parent or legal guardian. In the event that you are under the age of eighteen (18) and submit entries to SPONSOR, SPONSOR will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the CONTEST.

**9. SPONSOR:** Astound Broadband, 650 College Road, Suite 3100, Princeton, NJ 08540.

