



COSMIC GIRLS FOUNDATION **TERMS OF WORLDWIDE COMPETITION**

Cosmic Girls Foundation, a non-profit corporation, located at 110 Glancy Street Suite 102, Goodlettsville, Tennessee 37072, USA ("Sponsor") is operating exclusively for charitable, educational, and scientific purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code. Sponsor seeks to engage female-identifying individuals, as determined by Sponsor, between the ages of 14 to 19 in the field of space travel as related topics. Subject to the terms and conditions herein, Sponsor offers a program for eligible individuals (the "Program") and invites such individuals to each submit an application, as defined below.

BY APPLYING TO THE PROGRAM, AN APPLICANT AND PARENT OR GUARDIAN, IF APPLICABLE, AGREES TO FULLY COMPLY AT ALL TIMES WITH THESE TERMS AND CONDITIONS AND ANY OTHER RULES, GUIDELINES, CODE OF CONDUCT, POLICIES AND OTHER INSTRUMENTS RELATING TO THE PROGRAM, AS WELL AS ANY APPLICABLE LAWS.

The Program may use Facebook, Instagram, YouTube, and Twitter as means of entry. Unless explicitly stated otherwise, the Program is not sponsored, endorsed, administered, or certified by, or associated with, Facebook, Instagram, YouTube, Twitter or any other third party. Any questions, comments or complaints regarding the Program should be directed to Sponsor at the address listed below and not to Facebook, Instagram, Twitter or any other third party. All Facebook, Instagram, YouTube, Twitter and other third party logos and trademarks displayed in connection with the Program are the property of Facebook, Instagram, YouTube, Twitter or other third party, respectively.

- 1. ENTRY PERIOD AND SPONSOR.** The Program runs annually, and applications may be submitted starting at am 6:00 am Eastern Time ("ET") on October 4, 2024 and ending at a time to be determined by the Sponsor (the "Program Period"). The Sponsor is the official timekeeper for the Program Period. Entry forms or submissions received prior to or after Program Period are automatically void and will not be considered.
- 2. ELIGIBILITY.** The Program is open for all girls worldwide between the ages of 14-19 (born in and between these years: 2005-2010). Cosmic Girls welcomes participation from individuals who identify as female, including cisgender and transgender girls. We recognize and honor diverse experiences of womanhood. Eligibility for participation in our competitions and forums is determined by self-identification as a girl, regardless of assigned sex at birth or stage of transition. Employees, officers and directors (and their immediate family members (spouses, parents, in-laws, grandparents, siblings, children and grandchildren) and members of the same household (whether or not related) of Sponsor and its affiliates are not eligible to enter the Program. The Program is subject to these terms and conditions, rules instituted from the Sponsor from time to time, and all applicable federal, state and local laws and regulations.
- 3. HOW TO ENTER.** During the Program Period, eligible individuals may submit the application form via the Cosmic Girls website provided by the Sponsor ("Application"). An eligible individual will be entered for consideration in the competition upon submission of an Application with its accompanying requirements, and accept all of the terms and conditions of the competition from the Sponsor. All user-generated content that is submitted, including, but not limited to, all





photographs, videos, comments, captions, and hashtags, constitutes the "Entry" from each participant. If the participant's social media account is set to "protected" mode or the Sponsor is otherwise not able to access submitted information, the Entry may not be considered for participation in the Competition.

A participant must adhere to the "Requirements of Entries" listed below. **Limit one (1) Entry per person per the Program Period per year.** Any attempt by any participant to enter by using multiple/different social media accounts, email addresses, identities, registrations and logins, or any other methods will void that participant's Entries, and that participant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. No automatically generated Entries will be accepted. Illegible and/or incomplete Entries and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age, gender and residence) are void. All Entries become the property of Sponsor and will not be acknowledged or returned.

If a participant does not meet the requirements for an Entry or other requirements, rules or guidelines set forth by the Sponsor, in each case as determined by the Sponsor, the Sponsor may reject participation in the competition or remove a participant from the competition.

Except where prohibited by law, by submission, an applicant grants and conveys to Sponsor, its parent, affiliates, and licensees (now or hereafter existing) all right and title to such Entry. Without limiting the foregoing, Sponsor may use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate all or any part of a submitted Entry, including, without limitation, the right to distribute all or part of the Entry in any media formats through any media channels without any payment or notice to, or permission from the participant. The participant also agrees not use an Entry for any other purpose, including, without limitation, posting an Entry to any online social networks (other than for entry into this Competition) without the express permission of Sponsor in each instance.

Upon an initial review, the Sponsor will, at its sole discretion, select six (6) Entries for participation in the competition for the Astronaut Training Program.

- 4. REQUIREMENTS OF ENTRIES.** By submitting an Entry, the participant represents and warrants that the Entry is original only to that participant, has not been previously published, and that neither the Entry nor its content infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy or publicity or other intellectual property. Further, the participant waives any and all claims the participant may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to that participant's Entry., and, the participant understands that she will not be entitled to any compensation because of Sponsor's use of such other similar Entry.

Entries must be suitable for presentation in a public forum, including, but not limited to, online publication accessible to the general public, such as Sponsor's social media sites. Entries may not contain material that:

- Denigrates, disparages or reflects negatively on any person or organization, including, but not limited to, Sponsor and any third party;





- Depicts unacceptable clothing or adornments, including, but not limited to, political, personal and religious statements;
- Promotes or depicts unsafe behavior or situations;
- Includes adult-oriented or any other explicit content;
- Includes profane, obscene or other explicit language or content;
- Includes images of violence or promotes illegal activities;
- Includes libelous, defamatory, disparaging, tortious or slanderous content;
- Promotes or depicts the use of tobacco, e-cigarettes, vaping, alcohol or illegal drugs;
- Promotes or depicts the use of firearms or weapons of any kind including, but not limited to, guns, knives and projectiles;
- Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance or regulation;
- Includes threats to any person, place, entity or group;
- Appears to duplicate any other submitted Entry;
- Has previously been submitted to any other program, competition, contest or used in any other manner.
- Includes trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, unless the entrant provides legal releases for such use in a form satisfactory to Sponsor;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Includes copyrighted materials owned by others (such as photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), unless the entrant provides legal releases for such use in a form satisfactory to Sponsor;
- Depicts any individual other than the entrant and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, unless the entrant provides legal releases for such use in a form satisfactory to Sponsor;
- Infringes upon or violates the rights of any third party; or
- Is unlawful.

Each Entry must comply with the conditions and terms of conditions imposed by the social media platform used to submit it. Submissions which violate, in Sponsor's sole discretion, any of the requirements contained in these terms and conditions or other rules of the Sponsor shall be deemed ineligible, and any such submission shall be void.

5. JUDGING AND WINNER SELECTION. An independent panel of judges chosen by Sponsor will assess the selected Entries. Decisions of the judges shall be final and binding. Entries that do not contain all required entry information or are considered by Sponsor to be inappropriate for any reason are not eligible. Any individual selected to participate in the Program shall at all time comply with the terms of the Program. Sponsor reserves the right to remove any selected individual from the Program at all times.

6. PRIZES. During the Program, the Sponsor or affiliate or partner thereof may award prizes to a participant of the Program, including but not limited to a space flight. If a participant is determined by Sponsor to be ineligible or not in compliance with these terms and conditions or other rules of





the Sponsor, she will forfeit any prize, and such prizes may be awarded to another participant in the Program. Nothing herein or in any other instrument or communication of the Sponsor warrants any expectation for any individual to receive a prize or be selected for the Program.

- 7. PRIZE CONDITIONS:** Neither any prize nor any portion thereof may be transferred or assigned, except at Sponsor's sole discretion. No cash value or substitution of the prize (or any portion thereof) will be permitted or provided, except that Sponsor, in its sole discretion, may provide an item or items of comparable or greater value in lieu of a prize (or any portion thereof). Each participant is solely responsible for all taxes, fees and other expense associated with receipt and/or use of any prize. Receipt of a prize is conditioned upon compliance with all applicable federal, state and local laws, rules and regulations and these terms and conditions as well as rules of the Sponsor. Any prize is provided "as is" and without any warranty of any kind.

All prize details not stated herein shall be determined by Sponsor and/or the providers/issuers of the prize (or the pertinent portion thereof) in their respective sole discretion.

Except where prohibited by law, by entering the Program and accepting a prize, you grant to Sponsor, its subsidiaries, affiliates and licensees (now or hereafter existing) the right to print, publish, broadcast, and use world-wide in any media or format, now known or later developed, your name, portrait, picture, voice, likeness, city and state of residence and biographical information for any purpose, including, but not limited to, advertisements, publicity and other communications, in perpetuity, without any payment or notice to, or additional permission from, you.

- 8. PARTICIPATION APPROVAL.** Where required by law or the Sponsor, any Application, Entry or participation in the Competition is subject to prior written approval via email of an eligible individual's parents or legal guardian.
- 9. GENERAL.** If a dispute arises about who submitted an Entry, the Entry will be deemed submitted by the "authorized account holder" of the applicable social media account. The authorized account holder is the natural person who has registered with the applicable social media platform for the user name associated with the submitted Entry. A participant in the Program may be required to provide Sponsor with proof that she is the authorized account holder. In the event that the identity of the individual who actually submitted an Entry cannot be determined to Sponsor's satisfaction, the affected Entry will be deemed ineligible.

If the participant opts to participate in the Competition via her wireless mobile device (which is not required to enter the Program), text messaging and/or data rates as well as other charges (including, but not limited to, airtime and carrier charges) may apply. Participants should contact their wireless carrier for more information on charges related to their participation in this Competition via wireless mobile device. Participation in this Competition by wireless mobile device and text message means that the participant understands that they may receive additional text messages from Sponsor relating to this Program, which may be subject to charges by their wireless carrier.

BY APPLYING FOR, ENTERING INTO OR OTHERWISE INTERACTING WITH THE PROGRAM, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR, FACEBOOK, INSTAGRAM, YOUTUBE, TWITTER AND ANY RELEVANT THIRD PARTY, THEIR RESPECTIVE PARENTS,





SUBSIDIARIES AND AFFILIATES AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF EACH (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROGRAM OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF A PRIZE OR ANY PORTION THEREOF, OR ANY PRIZE-RELATED ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Released Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are the Released Parties are not responsible for printing or typographical errors in these terms and conditions or in any any competition for the Program or Program related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Program and award any prizes for the Program from among all eligible, non-suspect Entries received as of the date of termination using the judging procedure outlined above, if the Program is not capable of running as planned due to any reason, including, but not limited to, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes outside the control of the Sponsor. The Released Parties are not responsible or liable for any events which may cause errors and/or the Program to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer online systems, servers, or cable, satellite, or Internet service providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Program or downloading any materials in this Program. The Released Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Program, the processing of Entries, or in any other Program-related materials. Sponsor may stop you from participating in this Program if you violate these terms and conditions, or act, in Sponsor's sole discretion (a) in a manner Sponsor determines to be not fair or (b) in any other disruptive manner. In the event that the Program is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Program. In such event, the Released Parties shall have no liability to any participants who are disqualified due to such an action.

CAUTION: ANY ACT OR ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

ASSUMPTION OF RISK: PARTICIPANT UNDERSTANDS THAT THE PROGRAM MAY INVOLVE ACTIVITIES THAT MAY BE HAZARDOUS TO THE PARTICIPANT AND INHERENTLY DANGEROUS,





INCLUDING BUT NOT LIMITED TO BEING EXPOSED TO INFECTIOUS DISEASES SUCH AS COVID-19. PARTICIPANT HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES THE RISK OF DAMAGE, INJURY, HARM OR DEATH IN CONNECTION WITH SUCH ACTIVITIES, AND EXPLICITLY AGREES THAT NEITHER SHE NOR ANY PARENT OR LEGAL GUARDIAN HAS NO RIGHT FOR REMUNERATION OR OTHER COMPENSATION FOR PARTICIPATION IN THE ACTIVITIES.

10. GOVERNING LAW AND LIMITATION OF LIABILITY. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the rights and obligations of entrants and the Released Parties in connection with these Official Rules shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, applicable to contracts entered into and performed exclusively in that state, without giving effect to any choice of law or conflict of law rules or provision that would cause the application of any other laws.

BY APPLYING FOR, ENTERING INTO OR OTHERWISE INTERACTING WITH THE PROGRAM, YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM OR ANY PRIZE AWARDED (1) WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND (2) WILL BE SETTLED BY BINDING ARBITRATION IN ATLANTA, GEORGIA, OR ANOTHER LOCATION DETERMINED BY THE SPONSOR, BEFORE A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN GOVERNING RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF; (B) ANY AND ALL CLAIMS, JUDGEMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED THE TOTAL VALUE OF ANY PRIZE AWARDED FOR A RELEVANT PROGRAM, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES OTHER THAN ACTUALLY INCURRED REASONABLE OUT-OF-POCKET EXPENSES, AS DETERMINED BY SPONSOR, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

11. PRIVACY. Except as otherwise specifically described in these terms and conditions, the information provided by you to Sponsor will be governed by Sponsor's privacy policy (<https://www.cosmicgirls.org/private-policy>). (Note that other Released Parties, including, but not limited to, Facebook, Instagram, YouTube, and Twitter, may have their own policies regarding utilization of user information and/or content, and those policies may apply to any of your information or content that you or Sponsor provides to them in connection with the Program.)

12. TAX INFORMATION. All federal, state, local, and other taxes on any prize and any other costs and expenses associated with prize acceptance and use not specified herein as being provided by Sponsor, are the sole responsibility of a participant in the Program.





13. INFORMATION REQUEST. In case of any questions, please contact the sponsor at info@cosmicgirls.org.

14. ALL RIGHTS RESERVED. Notwithstanding anything to the contrary herein, the Sponsor reserves all rights related to the Program, these terms and conditions and related matters.

