

N.O.A.H's Missing Memorials Program Official Rules and Information

The Missing Memorials Program was established to help individuals who have lost a child to stillbirth, infant or childhood death. The program provides such families with a headstone valued up to \$500; a headstone must not currently exist for the child. (The value of the headstone is chosen by the N.O.A.H Foundation based on delivery fees, taxes, etc). The need for a headstone is NOT based on financial need. Please see the official rules for further details regarding the headstone transaction.

NO PURCHASE IS NECESSARY TO APPLY

1. Eligibility: The "Missing Memorials Program" is open only to those who apply by paper application by mailing it to Po Box 325 Lewisburg, WV 24901. Applicants must be 18 years of age as of the date of application. The program is only open to legal residents of the United States and is void where prohibited by law. The 2024 Missing Memorial Program is only open to families of children buried in West Virginia. Members of Now Our Angel's in Heaven (N.O.A.H) (the "Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to apply for the program. The program is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Applicants must be the parent or legal guardian of a deceased child whose death occurred prior to their 18th birthdate. Documentation of the date of birth and date of death may be requested at the discretion of N.O.A.H. The applicant must demonstrate the need for a headstone, meaning that there is currently no stone at the deceased child's burial site and proof of such may be requested by N.O.A.H.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Now Our Angel's in Heaven (N.O.A.H), as final and binding as it relates to the content. The program is subject to all applicable federal, state, and local laws.

3. Program Application Period: Applications will be accepted starting on or about January 1, 2024 at 8:00am and ending February 1, 2024 at 11:59pm. Applications will only be accepted by mail via paper application. Applications may be mailed to Po Box 325 Lewisburg, WV 24901. All paper applications must be received by February, 2024 at 11:59pm.

4. How to Apply: The program must be applied for by submitting an application using the form provided and attached to this document. Additional copies may be requested by visiting www.NowOurAngelsInHeaven.com and requesting one through the "contact us" page. The application must fulfill all program requirements, as specified, to be eligible in the selection process. Applications that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Now Our Angel's in Heaven (N.O.A.H). You may apply only once, and you must fill in the information requested. You may not apply more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent

the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your application may be removed from eligibility at the sole discretion of Now Our Angel's in Heaven (N.O.A.H).

5. Selected Candidate: The selected candidate will receive a headstone purchased by Now Our Angel's in Heaven, valued at \$200 but no greater than \$500. Actual/appraised value may differ at time selection. The specifics of the headstone shall be solely determined by the Sponsor. No cash or other substitution permitted except at Sponsor's discretion. All related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the selected candidate. No substitution of headstone or transfer/assignment of headstone to others or request for the cash equivalent by the selected candidate is permitted. Acceptance of the headstone constitutes permission for Now Our Angel's in Heaven (N.O.A.H) to use the selected candidate's name, likeness, and application for purposes of advertising, promotion, and trade without further compensation, unless prohibited by law.

7. Candidate selection and notification: Applicants of the program will be selected in review of submitted applications and essays. The essays and applications will be reviewed by the board members of Now Our Angel's in Heaven (N.O.A.H). Selection of the single candidate for the headstone purchase is NOT based on financial need, gender, or race. Selection of the candidate is based on the essay and application information as well as the discretion of the N.O.A.H board members in the importance of a headstone to the selected candidate. Candidates must submit the application in its entirety to be considered and an essay explaining "why is having a headstone important to me" should be attached. Candidates will be notified via email to the email address they entered the application within five (5) days following the candidate selection (selection date is February 15, 2024). Now Our Angel's in Heaven (N.O.A.H) shall have no liability for a selected candidate's failure to receive notices due to selected candidate's spam, junk e-mail or other security settings or for selected candidate's provision of incorrect or otherwise non-functioning contact information. If the selected candidate cannot be contacted, is ineligible, fails to claim the headstone within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, the headstone may be forfeited, and an alternate candidate selected.

The receipt by the selected candidate of the headstone offered in this program is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY CANDIDATE (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH CANDIDATE'S DISQUALIFICATION AS SELECTED CANDIDATE OF THE PROGRAM AND ALL PRIVILEGES AS SELECTED CANDIDATE WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By applying for this program, you understand that Now Our Angel's in Heaven (N.O.A.H) and anyone acting on behalf of N.O.A.H, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your application, including, without limitation, the application and selected candidate's name, portrait, picture, voice,

likeness, image or statements about the Missing Memorials Program, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Now Our Angel's in Heaven (N.O.A.H) reserves the right, in its sole discretion to cancel, terminate, modify or suspend the program should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the program. In such case, N.O.A.H may select the recipients from all eligible applications received prior to and/or after (if appropriate) the action taken by N.O.A.H. N.O.A.H reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the program or website or violates these Terms & Conditions. No monetary reward will be provided to the selected candidate. All transactions for the purchase of the headstone will occur between N.O.A.H and the business selected for services. No money will be provided to the selected candidate in any way. The selected candidate will provide the permitted information necessary to be engraved on the headstone. Further arrangements, as well as a selected candidate contract, will be required to complete the program process. No candidate is fully awarded the headstone until it is set at the burial site of the deceased child. N.O.A.H reserves the right to retract the awarded headstone at any time based on observance of lack of necessity or falsified information. N.O.A.H reserves the right to return all applications and cancel the program at any time based on lack of funding.

Now Our Angel's in Heaven (N.O.A.H) has the right, in its sole discretion, to maintain the integrity of the Missing Memorials Program, to void applications for any reason. Any attempt by an applicant to deliberately damage any web site or undermine the legitimate operation of the program may be a violation of criminal and civil laws and should such an attempt be made, Now Our Angel's in Heaven (N.O.A.H) reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. Limitation of Liability: By applying you agree to release and hold harmless Now Our Angel's in Heaven (N.O.A.H) and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such applicant's participation in the Missing Memorials Program and/or his/her acceptance, possession, use, or misuse of any award or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the application process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of applications.

11. Disputes: THIS PROGRAM IS GOVERNED BY THE LAWS OF GREENBRIER COUNTY AND WEST VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this program, applicant agrees that any and all disputes which cannot be resolved between

the parties, and causes of action arising out of or connected with this program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in West Virginia having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this program), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an application is subject to the Privacy Policy of Now Our Angel's in Heaven. To read the Privacy Policy, please request it by contacting Now Our Angel's in Heaven at www.NowOurAngelsInHeaven.com.

13. Selected Candidate: To obtain a copy of the selected candidate's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: N.O.A.H Foundation, Po Box 325, Lewisburg, WV 24901. Requests must be received no later than March 1, 2024.

14. Sponsor: The Sponsor of the Missing Memorials Program is Now Our Angel's in Heaven (N.O.A.H Foundation). Address: Po Box 325 Lewisburg, WV 24901.

I have read, understand, and agree to the statements listed above.

Printed Name: _____

Signature: _____

Date: _____