

TERMS & CONDITIONS

Internet Marketing Ninjas “Vine Me To Vegas” Contest

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, WHICHEVER IS GREATER, AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** Internet Marketing Ninjas “Vine Me To Vegas” (“Contest”) is offered and open only to legal residents of, and residing within, the 50 United States and District of Columbia who are at least eighteen (18) years of age or the age of majority in their state of residence, whichever is greater, at the time of entry. Employees, officers and directors and independent contractors of Internet Marketing Ninjas (“Sponsor”), Twitter Inc., Vine Labs, Inc., Pubcon, their respective parent companies, affiliates, and subsidiaries (all of the former to be collectively referred to herein as the “Sponsor & Others”) and other individuals and entities involved in the creation, preparation of materials, administration or fulfillment of this Contest and each of their immediate family members (e.g., spouse, siblings, children, parents and the “steps” of each) and those living in the same household as such individuals (whether or not related), are not eligible to enter or win. Void wherever prohibited.

2. **VERY BRIEF OVERVIEW OF THE CONTEST:** The Contest starts on 8/19/2013 at 12:00 P.M., EST and ends on 9/01/2013 at 11:59 P.M., EST (“Contest Period”). Entry into the Contest is based solely through Vine video posted to Twitter. The individual who is registered on Vine and posts the video to Twitter will be regarded as the entrant and will be deemed to represent the video.

3. **TO ENTER THE CONTEST:** Visit the [Vine application](#) and log on to your Vine account. Post a video describing, demonstrating, or illustrating why you want to attend Pubcon Las Vegas 2013 and include the hashtag #VineMeToVegas in the caption field (“Submission” or “Video”) and share the video on your Twitter account. In order to be eligible:

- Vine video must be shared on Twitter
- Twitter account and tweets must be set as public (not private)
- You must follow @ninjasmarketing on Twitter and Internet Marketing Ninjas on Vine

Videos will not be accepted or eligible if they are transmitted by postal mail, email or any means other than the Vine App or Twitter. You may submit as many Videos as you wish; but, In order for your Video to be eligible to compete in this Contest, it must comply with these Official Rules and requirements stated herein and the Vine Terms of Use stated at <https://vine.co/terms>, as well as the Twitter Terms of Use stated at <https://twitter.com/tos>. Videos become the property of Internet Marketing Ninjas (“Sponsor”) and will not be returned. NOTE: Although your Vine may be posted at www.internetmarketingninjas.com or other related websites after it has been received, its posting does not constitute the Sponsor’s decision or agreement that your Video(s) is in compliance with these Official Rules and Sponsor reserves the right to remove the posting and disqualify a Video at any such time it determines a Video does not comply with either these Official Rules, Twitter, or Vine’s Terms of Use. By uploading your Video, you acknowledge and agree that you have read, understand and agree to be bound by these Official Rules, Twitter, and Vine’s Terms of Use and that you have obtained all of the necessary permissions and releases from all persons involved in creating, producing and/or appearing in any Video or if such persons are minors in their state of residence, the permission and release of their parent or legal guardian. Once a Video has been uploaded, it may not

be changed or edited. All Videos must be submitted by 11:59 P.M. EST on 9/01/2013

4. VIDEO CONTENT REQUIREMENTS:

- (a) the Submission must not be longer than one (1) Vine video, six (6) seconds in duration**
- (b) the Submission must be the submitting entrant's original, previously unpublished work and not contain any third party copyrighted material, nor any obscene, defamatory or illegal material; and**
- (c) the entrant should be able to provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons referenced to, described in, appearing in the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in Contest).**

Unless expressly noted otherwise, the following requirements apply to all Videos: (i) the Video must be not have been previously published or entered into any contests or sweepstakes; (ii) the Video(s) must have been taken by you, or a person from whom you have obtained all of the necessary permissions and releases; and (iii) the Video has not been re-purposed. Propriety of a Video's Content: A Video: (i) cannot, with the exception of Sponsor & Others and their logos and brands, show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character regardless of whether or not such is a competitor of Sponsor & Others or competes with any of Sponsor & Other's products; (ii) cannot show, contain materials, mention, depict, name, refer or otherwise allude to or show the likeness of any person, whether living or dead; (iii) cannot contain, mention, refer or otherwise allude to any sexually explicit or suggestive, obscene, lewd, violent, illegal, offensive, disparaging or inappropriate words, abbreviations, language, signs, products, poses, behavior, symbols, political, personal and/or religious references or statements, (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; (iv) cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (v) cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor & Others, their products or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor & Others wishes to be associated, as determined by the Sponsor in its sole discretion; (vi) cannot contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses, without permission; (vii) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (viii) cannot depict, and cannot itself, be in violation of any law; (ix) cannot show Entrant in a sports team uniform on camera, or mention a team name and (x) must otherwise be in compliance with all of the provisions of these Official Rules as stated herein. As also stated above and below in these Official Rules, the posting of a Video does not mean the Video has been deemed to be in compliance with these Official Rules, Twitter, or Vine's Terms of Use. Sponsor reserves the right at any time during the Contest Period, without notice to the entrant who posted the Video, to remove the posting of a Video from any website controlled by Sponsor that Sponsor determines, in its sole discretion, does not comply with these Official Rules, Twitter, or Vine's Terms of Use or that otherwise contains prohibited or inappropriate content and in the event of such removal, the Video will be disqualified and will not be eligible to compete for the Prize.

5. REPRESENTATIONS/ WARRANTIES; GRANTS/WAIVERS; AND INDEMNIFICATION/RELEASE AS CONDITIONS OF ENTRY: (A)

REPRESENTATIONS/WARRANTIES: By registering and uploading a Video, you represent and warrant that: (i) you have the legal capacity to enter this Contest; (ii) you have obtained the necessary

and or needed permissions to submit this Video; (iii) anyone appearing in the photo has granted you all necessary rights regarding the use or submission of the Video, and you can and will make written copies of such permission available to the Sponsors upon request.; (iv) you own all rights and title to the Video; (v) no third party has any ownership interests in or rights to it and that it is not attributable to any third party; (vi) your Video does not infringe the intellectual property, privacy, publicity rights or any other legal or moral rights of any third party; (vii) the Video has not been entered in or won previous contests or awards; (viii) the Video has not been re-purposed or previously published or distributed in any media; (ix) you have obtained permission from each person who has in any way participated in or whose efforts have in any way contributed to the creation or production of the Video, and that such person(s) has granted you all necessary rights regarding the use or submission of the Video, and you can and will make written copies of such permissions available to Sponsors upon request. If such person is a minor, such grant of rights must include written permission from the minor's parent or legal guardian. (B) GRANTS/WAIVERS: By uploading a Video, you irrevocably grant Sponsors and their parent companies, affiliates, legal representatives, assigns, agents and licensees, the unconditional, unlimited and perpetual right and permission to reproduce, encode, store, copy, transmit, edit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use, reuse, or not use your Video or any portion of your Video in any and all media without limitation, worldwide and throughout perpetuity, without additional compensation, notice to, or approval from you. You understand and agree that although you have granted Sponsors the right to use or reuse the Video or any portion thereof as stated hereinabove, Sponsors, in their sole discretion, may elect not to so use any said Video. YOU REPRESENT, UNDERSTAND AND ACKNOWLEDGE THAT YOU WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSORS THESE RIGHTS OR FOR ANY SUBSEQUENT USE, POSTING, DISPLAY OR EXHIBIT OF SUCH VIDEO BY SPONSORS (OTHER THAN THE PRIZE THAT MAY BE AWARDED TO WINNERS.) You hereby waive all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude Sponsors' use of the Video and agree not to sue or assert any claim against Sponsor & Others arising out of or connected to the use, posting, display or exhibit of the Video or your participation in this Contest. (C) INDEMNIFICATION/RELEASE: You further agree to indemnify and hold Sponsor & Others harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of them due to or arising out of your submission, uploading, posting, display or exhibit of the Video, or your conduct in creating the Video or other actions in connection with this Contest including but not limited to claims for trademark infringement, copyright infringement; work product, violation of an individual's right of publicity or right of privacy; or defamation. You further agree to release and hold harmless Sponsor & Others from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsors infringe your rights with regard to the Video or any portion thereof. As stated above, posting or publication of a Video does not mean that Sponsor has determined the Video is in compliance with these Official Rules. Videos that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by Sponsor in its sole discretion may be disqualified and removed from the website belonging to or controlled by Sponsor at any time.

6. Judging: (A) CRITERIA:

Sponsor will judge the Submissions based on the following criteria: creativity, originality, style and capturing the applicable category's theme.

(B) JUDGING PROCESS: Commencing on or about 9/02/2013, the Contest Judges will review and evaluate the Contest entries according to the criteria stated above and the Contest Entry that receives the highest scores will be deemed the Grand Prize Winner. The potential Winner will be notified on or about 9/09/2013 via their respective authorized Twitter account to confirm their eligibility.

NOTE: All potential Winners and their respective Contest Entries are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion and

return of all required documents. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding.

7. CONTEST PRIZES: One (1) Grand Prize Winner will receive:

1. One (1) [Gold Badge](#) to [Pubcon Las Vegas](#) from October 22-24, 2013
2. One (1) \$500 American Express gift card to be put towards travel expenses and accommodations to the conference

NOTE: Any prize details not specified above will be determined by the Sponsor in its sole discretion. Prizes are not transferable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The Winner is responsible for any and all other costs and expenses not listed above.

Prizes will be reported as income to a Winner and the Winner is responsible for taxes, if any, associated with the receipt of a prize.

Limit: One Prize per person or household address. Odds of winning depend on number of eligible entries received and judging criteria set forth in Paragraph 6A. Winners are subject to the eligibility requirements set forth in Paragraph one and compliance with these Official Rules.

B. COMMUNICATION WITH THE POTENTIAL WINNER: 1) Beginning on or about 9/09/2013 Internet Marketing Ninjas (@NinjasMarketing) will send a direct message (DM) to the Twitter user who posted the winning Vine video with an email address that user must email to confirm details of prize. User must be following @NinjasMarketing on Twitter in order to receive DM. The required response to all such emails (e.g., full name, mailing address, email address, etc.) must be received within 7 business days after initial email was sent or potential winner will be disqualified and an alternate potential winner will be determined.

8. LIMITATIONS OF LIABILITY/ INTERNET: No responsibility is assumed by Sponsor & Others resulting from any user's participation in or attempt to participate in the Contest or his/her ability or inability to post/upload or download any information or Videos in connection with participating in the Contest. No responsibility or liability is assumed by Sponsor & Others for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any website involved in this Contest in whole or in part for any reason; traffic congestion on the Internet or on any website involved in this Contest; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, viruses, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor & Others are not responsible for any typographical errors in these Official Rules, or any inaccurate or incorrect data contained in the any website related to this Contest. The use of any robotic, automatic, macro, programmed, third party or like methods in this Contest are prohibited and the use or attempted use of such will void any attempted participation effected by such methods, may result in the cancellation, termination, or modification of the Promotion and the disqualification of the individual utilizing the same. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT

PERMITTED BY LAW. Sponsor & Others are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of any website related to this Contest or the download of any information from such website. By participating in the Contest, a participant releases Sponsor & Others from any and all claims, damages or liabilities arising from or relating to participation in the Contest. By accepting a Prize, the winner agrees that Sponsor & Others shall not be liable for any loss or injury resulting from participation in the Contest; damage, damage to or theft or loss of a Video, or acceptance or use of any Prize or Prize-related activity. Sponsor & Others are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest or any portion of it and proceed in a manner it deems fair and reasonable, including the selection of winners from among eligible Videos received prior to such cancellation, modification or termination. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry, judging or voting process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Twitter's Privacy Policy stated at <https://twitter.com/privacy> and Vine's Privacy Policy as stated at <https://vine.co/privacy>

10. **PUBLICITY RIGHTS:** By accepting a Prize, winners agree to allow Sponsors and their designees the perpetual right to use their name, biographical information, photographs and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. **GENERAL:** By entering this Promotion, entrants agree to abide by and accept these Official Rules and to comply with both Twitter and Vine's Terms of Use. All federal, state and local laws and regulations apply. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The interpretation of these official rules shall be governed by the laws of the State of New York. Any and all disputes will be resolved individually, and without resort to class action, in the appropriate courts in the Commonwealth of New York exclusively, and subject to the State of New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. All federal, state and local laws and regulations apply. Void in Puerto Rico and where prohibited or restricted by law.

12. **WINNERS LIST:** For the name of the winner, go to internetmarketingninjas.com after 9/09/2013

SPONSOR: Internet Marketing Ninjas, 21 Corporate Drive, Suite 200, Clifton Park, NY 12065