## "Internet Marketing Ninjas' Snap-A-Ninja Contest"

**1.** NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**2. Entry Period:** The "Internet Marketing Ninjas' Snap-A-Ninja Contest" (the "Contest") commences on October 20, 2013 and ends on October 25, 2013 (the "Contest Period"). All entries must be received by 11:59 PM (ET) on the Friday during the respective Week, as set forth below in Paragraph 4. Odds of winning depend on the total number of eligible entries received for the Contest.

**3. Eligibility:** The Contest is open to individuals who are: (i) legal residents of the fifty (50) United States or District of Columbia, (ii) are at least eighteen (18) years of age or older at the time of entry and (iii) have an account on www.twitter.com to enter. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Internet Marketing Ninjas are not eligible to enter this Contest. By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Contest; (b) release and hold harmless Contest Entities and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Contest and/or use or misuse or redemption of a Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.

**4. To Enter:** During the Contest Period, from your Twitter account, tweet any of the following photos and tweet them publicly using the hashtag #SnapANinja. Photos accepted are:

- a) yourself and any ninja
- b) any ninja speaking at a session
- c) yourself playing a booth game or visiting the Internet Marketing Ninjas' booth during the Contest Period

(Note: You will need to create a Twitter account if you don't already have one. Membership on Twitter is free, and registration for Twitter can be obtained by logging on to <u>http://twitter.com</u> ("Twitter Web Site") and following the onscreen instructions to open an account.)

BY TWEETING THE SPECIFIED HASHTAG, YOU AGREE TO THESE OFFICIAL RULES. You are required to follow the Internet Marketing Ninjas account located at <u>twitter.com/NinjasMarketing</u>. Multiple entries are permitted but automated tweets, tweets sent via a bot, and multiple entries using the same photo will be disqualified. All entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries". In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the Twitter account used to participate in the Contest at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned a Twitter account by Twitter. All entries become the property of Sponsor and will not be acknowledged or returned. All entries must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter Web Site. Creating multiple Twitter Accounts in order to exceed the limits on Entries permitted by these Official Rules may result in the disgualification of all Entries from such accounts. Important note: If your Twitter account is set to "protected mode," your updates/responses may not be visible in Sponsor's inbox and may not thus be received by Sponsor unless you previously consented to permit Sponsor to see your Twitter updates. If you opt to use Twitter via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Contest). standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Participation in this Contest by mobile device means that you understand that you may receive additional messages by mobile device relating to this Contest, including notifying you if you are a Winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phones capabilities for specific instructions.

**5. Prize Winners Selection/Notification:** The Contest Period shall consist of one (1) total week. Week 1 shall be from October 20 – 25, 2013. We shall select a total of one (1) winner (collectively "the Winner"), from the Eligible Entries received during the Contest Period. Winner will be chosen randomly. To be eligible for the prize, entry must be received by 11:59pm October 25, 2013. Beginning on or about 11/1/2013 Internet Marketing Ninjas (@NinjasMarketing) will send a direct message (DM) to the Twitter user who posted the winning photo 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.

**6. Prize Winners Verification:** The potential winners must prove eligibility, including, without limitation, proof of age and residence within seven (7) days of being notified as a potential winner. In the event of non-compliance by any potential winner such potential winner may be disqualified and all privileges otherwise due as a winner shall be terminated and an alternative potential winner may be chosen from among all of the remaining applicable Eligible Entries received if time permits in Sponsor's sole discretion. Winner must sign within seven (7) days of receipt of the following documents from IMN: (a) an affidavit of eligibility and release of Contest Entities and its respective officers, directors, employees, agents and members ("Releasees"), from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use/misuse or acceptance of the Prize (as hereinafter defined) or any portion thereof to be eligible for the Prize; and (b) except where prohibited by law, a promotional release granting Contest Entities the right to use his/her name and likeness for advertising and publicity purposes without additional compensation and (c) any other

documentation required by Sponsor, including a W2 form and Winners' social security number for tax purposes (collectively, the "Releases"). Entry into this Contest constitutes agreement to sign such Releases. Winners also must acknowledge that Sponsor have not and will not obtain or provide insurance of any kind relating to the Prize and that the Winners will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the Prize. The Winners must also complete any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to the Prize and return them as instructed within the time frame specified by Sponsor or Winners may forfeit Prize at Sponsor's sole discretion. Failure to return all such documents and comply with Deadline, noncompliance with these Official Rules or the return of any prize or prize notification will result in disqualification and selection of an alternate winner. All decisions of the Sponsor relating to the Contest are final. Sponsor expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason Sponsor deems necessary.

7. Prizes: The Winner will receive:

1. One (1) Gold Badge to future Pubcon event (approximate retail value: \$1500)

2. One (1) \$500 American Express gift card to be put towards travel expenses and accommodations to the conference.

If for any reason any Prize related event is delayed, cancelled or postponed, Internet Marketing Ninjas reserves the right, but is not obligated, to cancel or modify the Contest in its discretion and shall award a substitute prize of equal or greater value.

**8. General Prize Terms:** Arrangements for fulfillment of the Prize will be made by Sponsor. All costs and expenses not specifically listed above, including, without limitation, any equipment to be used in connection with the Prize are solely Winner's responsibility. The value of the Prize may be taxable to the Winner as income. The Winner may need to supply Sponsor with his/her social security numbers for tax purposes. An IRS Form 1099 may be issued in the name of the Winner, or if a minor in the jurisdiction in which he/she resides, in the name of his/her parent or legal guardian, for the actual value of the Prize received. Upon entry into the Contest, the Winner (as well as all other entrants) is required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), and any other costs and expenses associated with the Prize not specifically provided for in these Official Rules, are solely the Winners' responsibility. Sponsor shall have no responsibility or obligation to the Winner or potential Winners who are unable or unavailable to accept or utilize the Prize as described herein. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by Sponsor, in which case a prize of comparable or greater value may be awarded.

**9. General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR CONTEST ENTITIES INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. The Contest Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the

equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prizes and Winners. If, for any reason, the Contest is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, the Prizes may be awarded to Winners to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless Contest Entities from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against Contest Entities, and hereby acknowledge that Contest Entities has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**10. WINNERS LIST:** For the name of the winner, go to internetmarketingninjas.com after 11/1/2013

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