

GIJOBS.COM User Signup XBOX ONE Giveaway Official Rules

Definitions:

As used relevant to the “*GIJOBS.COM User Signup XBOX ONE Giveaway*” giveaway the following definitions shall apply:

- “Active Duty” means full-time duty in the Armed Forces of the United States. This includes members of the Reserve Components serving on active duty or full-time training duty, but does not include full-time National Guard duty.
- “Armed Forces of the United States” means collectively all components of the United States Army, United States Navy, United States Air Force, United States Marine Corps, and United States Coast Guard.
- “Beginning Date” shall be afforded the definition set forth in the section titled “Giveaway Dates.”
- “Giveaway” shall mean the “*GIJOBS.COM User Signup XBOX ONE Giveaway*” giveaway.
- “Contestant” shall mean any individual eligible to enter the Giveaway who has entered the Giveaway pursuant to the terms and conditions set forth herein.
- “Criteria” shall mean information used by VMI to evaluate the qualifications of Contestants and to determine the prize distribution.
- “Ending Date” shall be afforded the definition set forth in the section titled “Giveaway Dates.”
- “Grand Prize” shall mean one (1) xbox one, starting at **midnight on 1 Jun 2014 and ending at midnight in July 2014**, in the “*GIJOBS.COM User Signup XBOX ONE Giveaway*” giveaway.
- “Legal Notice” shall mean any form of communication disseminated or distributed by VMI which sets forth a change or an update in the Terms.
- “Privacy Policy” shall mean the terms and conditions set forth in the privacy policy located at <http://www.gijobs.com/privacy-policy-terms-use/>
- “Requirements” shall be afforded the definition set forth in the section titled “Eligibility.”
- “Reserve Components” means the components of the United States Department of Defense and United States Department of Homeland Security which comprise the military organizations with members who generally perform a minimum of 39

days of military duty per year and who augment the Active Duty military when necessary.

- “Services” shall be afforded the definition set forth within the section titled “Your Relationship with VMI.”
- “Terms,” “Additional Terms” and “Web Terms” shall be afforded the definitions set forth within the section titled “Your Relationship with VMI.”
- “VMI” shall mean Victory Media, Inc., a duly formed corporation under the laws of the Commonwealth of Pennsylvania, with a principal place of business at 429 Mill Street, Coraopolis, Pennsylvania, 15108.
- “Winner” shall mean the Contestant adjudged to be the recipient of the highest prize awarded via the Giveaway.
- “You,” “you,” “your” and “Your” references any individual participating in the Giveaway.

Administration:

- The Giveaway is administered by Victory Media, Inc.

Your Relationship With VMI:

- Your use of VMI’s products, software, services and web sites (referred to collectively as the “Services” herein and excluding any services provided to you by VMI under a separate written agreement) and your participation in the Giveaway is subject to the terms of a legal agreement between you and VMI. This document sets forth the terms of that agreement.
- Unless otherwise agreed in writing with VMI, your agreement with VMI will always include, at a minimum, the terms and conditions set forth herein. These are referred to below as the “Web Terms”.
- Your agreement with VMI will also include the terms of any Legal Notices applicable to the Services and/or participation in the Giveaway, in addition to the Web Terms. All of these are referred to below as the “Additional Terms.” Where Additional Terms apply to a Service and/or participation in the Giveaway, these will be accessible for you to read either within, or through your use of, that Service or through participation in the Giveaway.
- The Web Terms, together with the Additional Terms, form a legally binding agreement between you and VMI in relation to your use of the Services and/or participation in the Giveaway. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

Accepting the Terms:

- In order to use the Services or participate in the Giveaway, each participant must first accept the Terms. **YOU MAY NOT PARTICIPATE IN THE GIVEAWAY IF YOU DO NOT ACCEPT THE TERMS.**
- Each participant may accept the Terms by:
 - Clicking to accept or agree to the Terms, where this option is made available to a participant in the user interface for any Service or prior to participation in the Giveaway; or
 - Providing express written consent to Victory Media, Inc.
- You may not use the Services and may not participate in the Giveaway and may not accept the Terms if you fail to meet the Requirements.
- Before you continue, you should print or save a local copy of the Terms for your records.

Changes to the Terms:

- VMI may make changes to the Web Terms or Additional Terms from time to time. When these changes are made, VMI will make a new copy of the Web Terms available at <http://www.gijobs.com/user-survey.aspx> and any new Additional Terms will be made available to you from within, or through, the affected Services and/or participation in the Giveaway.
- You understand and agree that if you use the Services or participate in the Giveaway after the date on which the Web Terms or Additional Terms have changed; your continued use or continued participation shall act as express acceptance of the updated Terms.

Giveaway Dates:

- The Giveaway begins **1 June 2014** at 12:00:00 a.m. Eastern Time (“ET”) (the “Beginning Date”); and
- The Giveaway ends **July 2014** at 12:00 p.m. ET (the “Ending Date”).
- Proper entries will be accepted on or after the Beginning Date through the Ending Date.

Eligibility:

- A person is eligible to participate if said person meets the eligibility requirements set forth in this Eligibility section (all prerequisites herein are collectively referred to as the “Requirements”).

- The Giveaway is offered only in the United States and is void where prohibited by law. **VMI MAKES NO CLAIM TO HAVE REVIEWED, RESEARCHED OR ASSESSED THE APPLICABILITY OF THE LAWS OR THE LEGALITY OF THE GIVEAWAY RESPECTIVE EACH INDIVIDUAL STATE.**
- VMI urges individuals to become familiar with the laws of their respective state prior to entering the Giveaway or Sweepstakes.
- Employees and Agents (and their respective family members: spouses, children, siblings, and in-laws) of VMI, its affiliates, officers, directors, agents, employees, subsidiaries and independent contractors are ineligible to participate in the Giveaway.
- **THE PURCHASE OF A SUBSCRIPTION OR ANY OTHER MERCHANDISE AFFILIATED WITH VMI DOES NOT INCREASE YOUR ODDS OF WINNING.**
- In addition to the foregoing prerequisites, the Requirements also include that a person must:
 - Be a legal residents of the United States; and
 - Be the legal age of majority according to the laws of the Commonwealth of Pennsylvania; and

To Enter:

- Participants may enter within dates listed in section “Giveaway Dates”.
- Participants may enter the giveaway by registering for the website at <http://www.gijobs.com> . Due to the volume of entry submissions, web entry is strongly recommended.
- The sole and exclusive means to enter the Giveaway is set forth herein.
- **ENTRANCE IN THE GIVEAWAY IS EXPRESSLY LIMITED TO THE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.**
- Entries that are incomplete, ineligible, fraudulent or corrupted are void and will not be accepted.

Privacy:

- The privacy policy applicable to the Giveaway is set forth at <http://www.gijobs.com/privacy-policy-terms-use/> and is hereby incorporated by reference.
- With respect to the terms set forth herein, any different or conflicting terms contained within the policy set forth at <http://www.gijobs.com/privacy-policy-terms-use/> shall be void and the terms set forth herein shall exclusively govern.
- Any ambiguity, lack of clarity, or questions regarding the existence of conflicting terms as between those set forth herein and those the policy set forth at <http://www.gijobs.com/privacy-policy-terms-use/> shall be resolved at the sole and exclusive discretion of VMI.

Determination of Prize Distribution:

- The determination of each Grand Prize distribution will involve all entries made by Contestants in accordance with the Criteria for the “User Signup XBOX ONE Giveaway” giveaway.
- The determinations shall be conducted by VMI or authorized VMI representatives on or about July 2014.
- Determination of prize awards will involve random selection amongst all entries made, up to that point in time, by Contestants in accordance with the giveaway giveaway section.
- Odds of winning depend on the total number of eligible entries received for the determination and cannot be calculated until after the Ending Date.
- The determination made by VMI or VMI’s authorized representative regarding prize distribution shall be final.
- VMI reserves the right, in its sole and exclusive discretion, to cancel, terminate, modify, or suspend this giveaway and/or sweepstakes in whole or in part for any reason including, without limitation, to change the giveaway rules or prizes in any jurisdiction or if causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the giveaway. In such case, VMI will make a determination regarding prize distribution from all Contestants pursuant to the entries received prior to and/or after (if appropriate) any such cancellation, termination, modification or suspension which may be taken or deemed necessary by VMI.
- By entering giveaway, entrants agree to be bound by these official rules and the decisions of VMI or VMI’s authorized representatives.

Giveaway Prize:

- One (1) sweepstakes winner will be selected randomly from the give-away entries and awarded one (1) prize on or about July 2014. Sweepstakes prizes are subject to availability.
- Sweepstakes prizes pictured at www.gijobs.com are for example purposes only and are subject to availability. Give-away prizes may be substituted for similar prizes at the sole discretion of Victory Media, Inc.
- The prizes awarded in connection with the giveaway or sweepstakes are non-transferable and non-endorsable. The prizes (or any portion thereof) cannot be transferred. No prize substitutions allowed, except at VMI's sole discretion.

Criteria:

- Evaluation and selection of Giveaway winner will be conducted at random by a team of personnel from Victory Media to include editorial and advertising staff.
- Sweepstakes criteria involve personal entry in the give-away as delineated at www.gijobs.com

Notification and Forfeiture:

- Each Contestant selected to receive a prize will be notified by VMI.
- If the Winner cannot be contacted or in the event of noncompliance with these rules set forth herein, that Contestant's prize will be forfeited and an alternate winner will be selected for that respective prize.
- Upon forfeiture, no compensation will be given.
- Prizes will be awarded to the Winner or an alternate recipient chosen at VMI's sole and exclusive discretion.

Publicity:

- Entry into the "*GIJOBS.COM User Signup XBOX One Giveaway*" Giveaway for the Grand Prize constitutes the express consent of each Contestant which grants VMI the use of Contestant's name, likeness, voice, and opinions for promotional purposes without further payment or consideration.
- Further, each Contestant entering the Grand Prize Giveaway expressly grants VMI the

right to use their name, voice, likeness and/or opinions for VMI's use to benefit the reputation, prestige, social or commercial standing, public interest, or any other value which VMI may deem appropriate without further payment or consideration.

- Entry into the giveaway for non-employment prizes does not involve consideration of any type. Therefore VMI will not use the Contestant's name, likeness, voice, or opinions for promotional purposes without further payment or consideration.

Electronic Mail ("e-mail") and Submissions:

- Any and all rights to materials and ideas submitted to VMI via e-mail or otherwise become the exclusive property of VMI. Any such disclosures are provided on a non-confidential basis with no obligation to keep such information secret. VMI shall be free to use, for any purpose whatsoever, any such disclosure.
- Further, each Contestant expressly grants VMI the right to use said materials and ideas for VMI's use to benefit the reputation, prestige, social or commercial standing, public interest, or any other value which VMI may deem appropriate without further payment or consideration.

Taxes:

- All taxes are the sole responsibility of the winner accepting the prize.
- VMI shall provide a 1099MISC Federal tax form to each individual receiving a prize.

Conditions of Participation and Prize Acceptance:

- Participation in the Giveaway and acceptance of a prize constitutes the recipient's express agreement to **defend, hold harmless and indemnify** VMI and its affiliates, officers, directors, agents, employees, subsidiaries and independent contractors against any and all liability, damages or causes of action (however named or described), with respect to or arising out of entrant's participation in the Giveaway, or the receipt or use or misuse of the prizes awarded herein. **VMI, THEIR EMPLOYEES AND AFFILIATES AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY PERSONAL INJURIES, LOSSES OR DAMAGES OR CLAIMS OF ANY KIND RESULTING FROM PARTICIPATION IN THE GIVEAWAY, ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE.**

Disqualification:

- Entrants who do not comply with the rules set forth herein or attempt to interfere with the Giveaway in any way shall be disqualified.

- Entrants are solely responsible for the accuracy of their submissions. Entrants who provide false, misleading, or inaccurate personal information, both intentionally or unintentionally, will be disqualified and deemed ineligible for the Giveaway and / or Sweepstakes.
- VMI reserves the right, at its sole discretion, to disqualify any individual, entrant or Contestant it finds, in its sole judgment, to be tampering with the entry process or the operation of the Giveaway or any affiliated internet site.
- VMI reserves the right to prosecute any fraudulent activities to the full extent of the law.

Winners List:

- To obtain a list of the names of the prize winner, send a self-addressed stamped envelope to:
 - *GIJOBS.COM User Signup XBOX ONE Giveaway*
Winners List
P.O. Box 26
Sewickley, PA 15143

Data Collection:

- VMI collects personal information from you when you enter the giveaway.
- The information collected is subject to the Privacy Policy.

Use of the Services and/or Participation in the Giveaway:

- In order to access certain Services and/or participate in the Giveaway, you will be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to VMI will always be accurate, correct and up to date.
- You agree to use the Services and/or participate in the Giveaway only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by VMI, unless you have been specifically allowed to do so in a separate agreement with VMI.

- Unless you have been specifically permitted to do so in a separate agreement with VMI, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the items sold to you by participation in the Giveaway for any purpose.
- You agree that you are solely responsible for (and that VMI has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which VMI may suffer) of any such breach.

Proprietary Rights:

- You acknowledge and agree that VMI (or VMI's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services or which may be involved in the Giveaway (whether those rights are registered or not, and wherever in the world those rights may exist).
- Unless you have agreed otherwise in writing with VMI, NOTHING IN THE TERMS GIVES YOU A RIGHT TO USE ANY OF VMI'S TRADE NAMES, TRADEMARKS, SERVICEMARKS, LOGOS, DOMAIN NAMES, AND OTHER DISTINCTIVE BRAND FEATURES.
- You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services or to items sold or obtained related to participation in the Giveaway.
- Unless you have been expressly authorized to do so in writing by VMI, you agree that in using the Services or through participation in the Giveaway, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- Should you fail to comply with the provisions set forth herein, you agree indemnify, defend and hold harmless VMI, it's employees, directors, officers, shareholders, agents and affiliates from any and all claims, demands, losses or causes of action, whether at law or in equity which result from or may be related to you use of any trademark, servicemark, trade name, logo or any other form of intellectual property which may be the basis of such claim, demand, loss or cause of action.

liability and disclaimers:

- By using the Services and/or participating in the Giveaway, you agree to indemnify, hold harmless and defend VMI from any and all claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting from or related to your use of the Services and/or participation in the Giveaway, including claims for lost data, work delays or lost

profits resulting from use of the Services and/or participation in the Giveaway, unless such claims, damages, losses, liabilities, costs and expenses arise from the sole negligence, willful misconduct or intentional misuse by VMI.

- PARTICIPATION IN THE GIVEAWAY AND/OR USE OF THE SERVICES IS VOLUNTARY. YOUR PARTICIPATION AND/OR USE OF THE SERVICES SIGNIFIES YOUR UNDERSTANDING AND FULL APPRECIATION OF ANY AND ALL RISKS INVOLVED IN PARTICIPATION AND/OR USE OF THE SERVICES. YOU HEREBY VOLUNTARILY AND KNOWINGLY ASSUME ANY AND ALL RISK WHICH MAY BE RELATED TO, ARISE FROM OR RESULT FROM YOUR PARTICIPATION IN THE GIVEAWAY AND/OR YOUR USE OF THE SERVICES.
- MATERIALS AND INFORMATION AVAILABLE ON VMI'S WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH VMI AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- UNDER NO CIRCUMSTANCES, SHALL VMI BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM THE DISTRIBUTION OR USE OF, OR THE INABILITY TO USE, THE CONTENT OR MATERIALS ON THIS WEBSITE OR THROUGH PARTICIPATION IN THE GIVEAWAY.
- You specifically acknowledge that VMI is not liable for defamatory, infringing or illegal materials or materials of third parties available through use of the Services and/or participation in the Giveaway.

Ending your relationship with VMI:

- The Terms will continue to apply until terminated by either you or VMI as set forth below.

If you want to terminate your legal agreement with VMI, you may do so by:

Notifying VMI in writing at any time; or

By ceasing participation in the Giveaway and ceasing any and all use of the Services.

VMI may at any time, terminate its legal agreement with you if:

You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

VMI is required to do so by law; or

The provision of the Services and/or participation in the Giveaway with respect to you and through VMI is, in VMI's opinion, no longer commercially viable.

Nothing in this Section shall affect VMI's rights regarding any other provision the Terms.

Survival:

- All forms of limitation of liability, indemnity, proprietary information, warranty, and remedy provisions shall survive termination of the Terms.

General Terms

- The Terms constitute the whole legal agreement between you and VMI and govern your use of the Services (but excluding any services which VMI may provide to you under a separate written agreement) and/or participation in the Giveaway, and completely replace any prior agreements between you and VMI in relation to the Services and/or the Giveaway.
- You agree that VMI may provide you with notices, Legal Notices, (those notices regarding changes to the Terms), by email, regular mail, or postings on the Services or through participation in the Giveaway. The manner in which VMI chooses to communicate changes is at VMI's sole discretion.
- You agree that if VMI does not exercise or enforce any legal right or remedy which is contained in the Terms (or which VMI has the benefit of under any applicable law), this will not be taken to be a waiver (formal or informal) of VMI's rights and that those rights or remedies shall be available to VMI.
- If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- The Terms, and your relationship with VMI under the Terms, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. You and VMI agree to submit to the exclusive jurisdiction of the courts located within Allegheny County, Pennsylvania to resolve any legal matter arising from the use of the Services and/or participation in the Giveaway. Notwithstanding this, you agree that VMI shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.