CreateAthon Brand Makeover

Contest Rules

1. Eligibility: For this contest, any private, nonprofit organization tax-exempt under the United States' Internal Revenue Code section 501(c)(3) or the equivalent status under The Canada Customs and Revenue Agency is eligible to participate by submitting the required information set forth in the application to CreateAthon © ("Sponsor). Limit one entry per organization. The person acting on behalf of the organization must be above the age of 18 and an authorized representative of the organization. No purchase necessary to participate or vote. The "CreateAthon Brand Makeover" is open to nonprofit organizations in areas of the US and Canada that are not currently served by a CreateAthon partner agency, who "Like" the CreateAthon Facebook page, and who access and complete an application firm.

Nonprofits organizations that are NOT eligible include those in markets that are served by a CreateAthon partner agency; those that are governmental agencies, public or private schools, and religious organizations. The program is intended to serve private, nonprofit organizations, especially those that are local, regional. While CreateAthon was not designed to serve national nonprofits, local chapters of national nonprofit organizations are encouraged to apply.

- 2. How to Enter: Go to www.facebook.com/CreateAthon and click on the "CreateAthon Brand Makeover" contest tab. To enter, contestants must complete the application form and verify authorization to act on behalf of the organization. This information will be used to contact winners and collect any further information needed to process campaign details. Read and agree to the Official Rules. All contestants must have a valid email address. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete or invalid entries. Only fully completed entries will be accepted. Proof of submission will not be considered proof of receipt by Sponsor.
- **3. Submission Period:** The submission period begins on Monday June 4, 2012 and ends at midnight ET on Monday July 2, 2012 (4 weeks). All submissions will require approval from Sponsor, and Sponsor reserves the right to disqualify entries at any time.
- **4. Vetting Period:** All submissions will be subjected to a vetting process between Tuesday, July 3, 2012 and Tuesday, July 17, 2012. The finalists will be announced on Wednesday, July 18, 2012.
- **5. Voting Period:** The finalist will be eligible for voting. The voting period will begin Wednesday July 18, 2012 and end at midnight ET on Wednesday August 1, 2012 (2 weeks). Facebook fans of CreateAthon are allowed one vote per 24-hour period during the voting period.

- **5. Prize:** Prize winners (number TBD) will be awarded pro bono marketing services in the form of a "CreateAthon Brand Makeover, which includes a specific set of marketing services and deliverables. Marketing services for each winner are to be performed by an assigned CreateAthon agency during that agency's regularly scheduled 2012 CreateAthon event (whenever that may be from the period September 1, 2012 until September 1, 2013.
- **6. Notification**: The winner will be notified by email and may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within seven (7) days of prize notification. If the winner cannot be contacted, if any prize is returned as undeliverable, or in the event of noncompliance with these Official Rules, the prize will be forfeited and an alternate winner will be selected, time permitting. Upon prize forfeiture, no compensation will be given.
- **7. License/Usage:** By entering the Competition, entrants fully and unconditionally agree to be bound by these Official Rules, which will be final and binding in all matters relating to the Competition. By entering, entrants agree to the use of their names, their organizations' names, likenesses, biographical information, and/or statements for purposes of advertising, trade, or promotion without further compensation, unless prohibited by law.
- **8. Release:** By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotion agencies and Competition partners, and each of their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Competition, or possession, acceptance and/or use or misuse of prize or participation in any Competition-related activity and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Neither Sponsor nor its parents, affiliates, subsidiaries, agencies, divisions nor related companies are responsible for any damages, taxes, or expenses that winners might incur as a result of this Competition or receipt of prize. Entrants who do not comply with these Official Rules, or attempt to interfere with this Competition in any way, may be disqualified.
- **9. Additional Terms:** In case of dispute as to identity of entrant, 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 an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and Competition and

advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Competition, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Competition or downloading any materials in this Competition. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Competition should (in its sole discretion) 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 Competition. In case of termination, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual or organization it finds, in its sole discretion, to be tampering with the entry process or the operation of the Competition or web site. Sponsor may prohibit an entrant from participating in the Competition or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Sponsor is not responsible if Competition cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God. THE SPONSOR HAS THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Use of Data: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.createathon.org. By participating in the Competition, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

11. Sponsor:

CreateAthon © 750 Meeting Street West Columbia, SC 29169