

2013 MaxPreps Rock Your School Colors Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AT LEAST 13 YEARS OLD OR OLDER IN STATE OF RESIDENCE, AT DATE OF ENTRY. VOID IN PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW.

Administrator, Sponsor & Prize Provider: CBS Interactive Inc. ("CBSI"), 1401 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309.

Contest Entities: CBS Interactive Inc. ("CBSI"); **THIS SWEEPSTAKES IS NOT SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM IN ANY WAY.**

Msg and data rates may apply in accordance with your mobile device message and data rate plan. Please verify your plan and/or consult with your mobile provider before participating in the Sweepstakes.

Contest Description:

Each Participant (as defined below) entering the contest ("**Contest**") must upload a photo (the "Entry(ies)") to their Instagram account with the hashtag #rockyourschoolcolors, featuring Participant or others from Participant's school proudly displaying their high school colors in an original way. See details in Section 6 below on the Photo requirements. For purposes of clarity, uploading photos to Instagram is only accessible by mobile phone or tablet. Eligible Entries entered in the Contest may be accessible, at CBSI's sole discretion, via the CBSI website accessible at the domain www.maxpreps.com ("**CBSI Service**") for the general public to view. The eligible Entries' will be reviewed by representatives of the Contest Entities (the "**Judges**") who will determine the five (5) Prize Winners (both terms as defined below), based on the judging criteria herein.

1. Acceptance of Official Rules. By entering the Contest operated on the social platform Instagram, you ("**you**", "**Participant**") hereby accept and agree to these official rules (the "**Official Rules**") of this Contest, and the decisions of the Administrator in connection with this Contest, whose decisions are final.

2. Eligibility. This Contest is offered and open to persons who are: (a) legal residents of the United States; (b) registered users of Instagram with an account; and (c) at least 13 years old in their state of residence at the date of entry into this Contest. Employees, independent contractors and directors, and their immediate family members, of the Contest Entities and their parents, affiliated and subsidiary companies, advertising and Contest agencies and legal and financial advisors are not eligible to participate in this Contest. For purpose of the foregoing, "**immediate family**" mean parents, spouses, children, siblings or any members of the same households of

such employees and directors. This Contest is void in Puerto Rico, all US territories and possessions, and where prohibited by law.

3. Contest Period. The Contest begins on September 15, 2013 at 12:00:01 a.m. Pacific Time (“**PT**”) and ends at 11:59pm PT on December 6, 2013 (the “**Contest Period**”). The Contest period is divided into two (2) separate phases, the Contest entry period (the “**Entry Period**”), and the Judging Period. Participants may enter the Contest during the Entry Period which begins at 12:00:01am PT on September 15, 2013 and ends at 11:59pm PT on December 1, 2013. Starting at 12:00pm PT on September 15, 2013 and ending at 11:59pm PT on December 1, 2013 (the “**Judging Period**”). The Judging Period is divided into five (5) different judging windows to take place approximately every two (2) weeks during the Judging Period (each, a “**Judging Window**”). The Judges will evaluate all eligible Entries received during a Judging Window, as applicable, in accordance with the judging criteria below. The Judges will pick a winning Entry per Judging Window, for a total of five (5) winners (“**Winner(s)**”). Entries will roll over to all remaining Judging Windows, as applicable.

4. How to Enter. During the Entry Period, Participants must go to Instagram on their mobile device, access their Instagram account and submit their photo with the hashtag #rockyourschoolcolors, once photo is uploaded and accepted by CBSI, Participant will receive an Entry into the Contest.

Participants, by uploading your Entry, you give the Contest Entities a perpetual, worldwide, royalty free license to publish the Entry on the CBSI Service, at Contest Entities sole and exclusive discretion, with no compensation to you other than bragging rights and getting the Entry published on the CBSI Service. Administrator reserves the right to reproduce the Entry in full or edit and enhance the Entry at their discretion. Administrator is authorized to use the Entry as they see fit, including usage in advertising. Entries uploaded will not be returned to participants. Administrator will not be responsible for lost, stolen or misplaced entries.

5. Judging Criteria. Throughout the contest, all eligible Entry(s) received will be presented to the general public via the CBSI Service. The Judges will select the five (5) Prize Winners based on the following criteria: displaying high school spirit via the school colors (50%), originality in displaying the school colors and spirit (25%), most interesting or exciting display of school colors and spirit (25%). The Prize Winners will be revealed on or around every two weeks beginning on 9/29/13 and running through 12/6/13. The decision of the Judges is final and binding in all respects. All Entries must comply with the Instagram Terms of Use, incorporated herein by reference. If the Entry does not comply with the Instagram Terms of Use, Contest Entities, at their sole discretion may disqualify the Entry.

Entries submitted after the Entry Period deadline will not be entered into the Contest and will not be eligible for the Prize. Multiple unique entries from the same Participant will be accepted. Posting the same picture multiple times, or with limited variation, or that appears to be spam (as decided by CBSi) will be disqualified entirely.

6. Entry Requirements Contest Entry must also meet the following requirements:

- a. positively depict school colors and school spirit
- b. submitted via Instagram
- c. must be appropriately hashtagged with #rockyourschoolcolors
- d. contain the high school's name, city, and state.

The Entry must be an original creation of the Participant submitting the Entry and only show Participant or others from Participant's school proudly displaying their school colors and spirit. Participants taking photos of others must have expressed written permission from all participants featured in the photo. Any Entry that does not meet the Entry criteria described herein may be disqualified in Administrator's sole discretion. The Entry must be in English and must not be disparaging, abusive, sexually explicit, sexually suggestive, offensive, illegal, libelous, defamatory, obscene, vulgar, offensive, indecent, in bad taste, reflect negatively on the Contest Entities, promote or incite violence, terrorism, or illegal acts, or be otherwise objectionable (all as determined by the Contest Entities in their sole discretion). Additionally, the Entry must not: i) infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations; ii) contain libelous or otherwise defamatory 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); and iii) contain any commercial content that promotes any product or service or contain or reference any third party names, logos, service marks, trademarks, copyrights, trade names or trade dress. The determination of whether an Entry violates any of the above prohibitions shall be within the Administrator's sole discretion. If an Entry is deemed by the Administrator to violate any such prohibition(s), the Entry may in the discretion of the Administrator be edited, disqualified or removed from the CBSI Service and the Participant shall not be eligible to participate in the Contest and/or win a Prize. Administrator reserve the right to take down any Entry at any time during or after the Contest Period and for any or no reason at all in Administrator's sole discretion.

Further, each Contest Entry:

1. must be suitable for presentation in a public forum, in the sole determination of the Contest Entities;
2. must be delivered through Instagram
3. must not include any person other than the Participant, unless Participants has written permission from any and all third parties appearing in the Entry (Contest Entities, at their sole discretion, will decide the sufficiency of any permission presented);
4. must not include non-original visual works or any third party creative element without permission of such third party; and
5. must satisfy all eligibility requirements set forth herein.

7. Prizes. The Contest will award five (5) Prizes (the "**Prize(s)**"). The Prizes will be awarded to the High School identified when the Entry was uploaded/posted and/or the identification in the

Entry's comments. In the event there is a discrepancy in what the Entry shows and what the comment states, school named in the comment will be the determining factor. The Prize consists of check for One Thousand Dollars (US\$1,000.00) for the athletic department of Participant's school. Total value of all Prizes to be awarded is Five Thousand Dollars (US\$5,000.00). Limit one Prize per school.

Prize Restrictions. Prizes are nontransferable. All taxes, including but not limited to federal, state, local, income and other taxes are the sole responsibility of each Prize Winner. No assignment, transfer or substitution of a Prize is permitted, except that Sponsor reserves the right to substitute a Prize with a prize of comparable or greater value. Prizes are solely for Prize winners use and may not be used in conjunction with any other Contest. All other costs and expenses not specified herein, if any, are the responsibility of each Winner. Prize details are at the sole discretion of the Contest Entities.

8. Prize Taxes. All federal, state, local and other tax liabilities arising from this Contest, including, without limitation, winning a Prize, will be the sole responsibility of each Winner. The Prize Winners will be issued an IRS 1099 tax form for the value of their Prize.

9. Winner Notification. The Winners will be notified during and at the end of the Contest Period via Instagram. In the event that there are, in the opinion of the Administrator, insufficient legitimate entries for the Judges to judge, Administrator reserves the right to select the Prize Winners from among all entries received using the judging criteria herein. The potential Winners will be notified through Instagram.. If a potential Winner cannot be reached after a reasonable effort has been made during three (3) business days from the first notification attempt, such person may be disqualified at the discretion of the Administrator, with alternate Winners selected in accordance with these Official Rules. Only two attempts for new alternates will be conducted per Prize. If attempts fail, unclaimed Prize will not be awarded.

10. Affidavit of Eligibility/Liability Release and Publicity Release. In order to receive a Prize, the potential Winners may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "**Release Forms**") within three (3) days of notification of winning. Failure to properly execute and return Release Forms in a timely manner, or if the Prize notification or the Prize is returned as non-deliverable, or if a Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Winner selected in accordance with these Official Rules.

11. Publicity Release Terms. Except where prohibited by law, the Winners' acceptance of the Prize constitutes permission for the Contest Entities to use the Winners' name, Entry, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation solely in connection with the Contest and identifying the Winners.

12. Improper Conduct. Administrator, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Contest, and refuse to award a Prize, if entrant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the

operation of the Contest or detrimental to other entrants of the Contest. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or Prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Contest. Entrants agree that Administrator may void any part of a Prize that entrant may have won and/or require the return of any part of the Prize that entrant may have won as a result of such improper conduct. Entrant further acknowledges that any forfeiture of a Prize and/or return of any part of a Prize shall in no way prevent Contest Entities from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE CONTEST ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. Integrity of Contest. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion, believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this Contest and select the Prize Winners from entries received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

14. Lost or Corrupted Entries. The Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Contest agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Contest Entities, and their parents, affiliated and subsidiary companies, advertising, marketing and Contest agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest.

15. Damaged Property. Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Contest agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Contest or downloading materials from this Contest.

16. Contest Errors. The Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Contest agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Contest; (b) in any related advertising, marketing or Contests of this Contest; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Contest.

17. Prizes and Winners. The Contest Entities, and their parents, affiliated and subsidiary companies, dealers and advertising, marketing and Contest agencies, assume no liability and are not responsible for, and you/entrant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of the Winners, the distribution of the Prizes, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third party's person (including death) or property related to or resulting from any part of a Prize or any part of this Contest.

18. Release and Indemnity. Each entrant in this Contest, including, without limitation, the Winners, hereby releases and agrees to hold harmless the Contest Entities and their parents, affiliates, subsidiaries, dealers, advertising, marketing and Contest agencies and their respective directors, officers, employees, representatives, agents and assigns from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Contest and participation in any activity related to this Contest.

19. Limitation of Liability. IN NO EVENT WILL THE CONTEST ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING, MARKETING OR CONTEST AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CONTEST, INCLUDING WITHOUT LIMITATION YOUR ACCESS TO AND USE OF THE CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

20. Disclaimer of Warranties. THE CONTEST & PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

21. Identity Disputes. 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. For purposes of these Official Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online 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.

22. Binding Arbitration. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, in the City of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

23. Governing Law and Jurisdiction. This Contest is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 22 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York, County of New York.

25. Winner List/Official Rules: For the name of the Winners, send a self-addressed stamped envelope for receipt by December 31, 2013 to **2013 MaxPreps Rock Your School Colors Contest** c/o CBS Interactive Inc., 1401 W. Cypress Creek Rd., Suite 200, Fort Lauderdale, FL 33309. For Official Rules send a self-addressed stamped envelope to the above address marked "Official Rules: **2013 MaxPreps Rock Your School Colors Contest**" for receipt by December 1, 2013. Residents from VT may omit postage on the self-address envelope requesting a copy of the Official Rules. The name of the Prize Winners may, and Official Rules will, be posted on the CBSI Service.