

2013 MaxPreps Rock Your School Colors - Swag Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. SWEEPSTAKES 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.

Sweepstakes Entities: CBS Interactive Inc. **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.

Sweepstakes Description:

Each Participant (as defined below) entering the Sweepstakes ("**Sweepstakes**") must upload a photo (the "Entry(ies)") to their Instagram account with the hashtag #rockyourschoolcolorsswag, featuring Participant or others from Participant's school proudly displaying their high school colors in an original way See details in Section 6 below for Entry (photo) requirements. For purposes of clarity, uploading photos to Instagram is only accessible by mobile phone or tablet. Eligible Entries entered in the Sweepstakes 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' with the most votes ("Likes") within the native Instagram environment will be selected as the twenty-five (25) prize winners (the "**Prize Winners**").

Sweepstakes

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

2. Eligibility. This Sweepstakes 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) who are at least 13 years old in their state of residence at the date of entry into this Sweepstakes. Employees, independent contractors and directors, and their immediate family members, of the Sweepstakes Entities and their parents, affiliated and subsidiary companies, advertising and Sweepstakes agencies and

legal and financial advisors are not eligible to participate in this Sweepstakes. 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 Sweepstakes is void in Puerto Rico, all US territories and possessions, and where prohibited by law.

3. Promotion Period. The Sweepstakes begins on September 15, 2013 at 12:00:00 a.m. Pacific Time ("**PT**") and ends at 11:59pm PT on December 6, 2013 (the "**Sweepstakes Period**"). The Sweepstakes period is divided into two (2) separate phases, the Sweepstakes entry period (the "**Entry Period**") and the Sweepstakes voting period (the "**Voting Period**"). Participants may enter the Sweepstakes during the Entry Period which begins at 12:00pm PT on September 15, 2013 and ends at 11:59pm PT on December 1, 2013. The public at large may vote for their favorite Entries by "liking" the individual Entries within the native Instagram environment found via the hashtag #rockyourschoolcolorsswag, during the Voting Period which starts at 12:00pm PT on September 15, 2013 (or whenever entries are available to be vote on) and ends at 11:59am PT on December 6, 2013.

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 #rockyourschoolcolorsswag, once photo is uploaded and accepted by CBSI, Participant will receive an entry into the Sweepstakes.

Participants, by uploading your Entry, you give the Sweepstakes Entities a perpetual, worldwide, royalty free license to publish the Entry on the CBSI Service, at Sweepstakes 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. Voting. During the Voting Period all eligible Entry(s) received will be presented to the general public. The public at large will be asked to evaluate the Entry(s) based on which photos they like best. All Entries must comply with the Instagram Terms of Use of, such website Terms of Use are hereby incorporated in its entirety by reference. If an Entry does not comply with the Instagram Terms of Use, Sweepstakes Entities, at their sole discretion may disqualify the Entry.

Entries submitted after the Entry Period deadline will not be entered into the Sweepstakes 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. Sweepstakes 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 #rockyourschoolcolorsswag
- 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. Participants taking photos of others must have expressed written permission from all who appear 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 Sweepstakes Entities, promote or incite violence, terrorism, or illegal acts, or be otherwise objectionable (all as determined by Sweepstakes 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 Sweepstakes and/or win a Prize. Administrator reserve the right to take down any Entry at any time during or after the Sweepstakes Period and for any or no reason at all in Administrator's sole discretion.

Further, each Sweepstakes Entry:

1. must be suitable for presentation in a public forum, in the sole determination of the Sweepstakes 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 (Sweepstakes 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 Sweepstakes will award twenty five (25) prizes ("**Prize(s)**"). Each Prize consists of a Maxpreps swag bag to include: a t-shirt, pens, lanyards, and a hat. Approximate retail value

("ARV") of each Prize is Fifteen Dollars (US\$15.00). Total ARV of all Prizes to be awarded is Three Hundred Seventy Five Dollars (US\$375.00). Limit one prize per person, household and email address.

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 Sweepstakes. All other costs and expenses not specified herein, if any, are the responsibility of each Prize Winner. Prize details are at the sole discretion of the Sweepstakes Entities.

8. Prize Taxes. All federal, state, local and other tax liabilities arising from this Sweepstakes, including, without limitation, winning a Prize, will be the sole responsibility of each Winner.

9. Winner Notification. The potential Prize Winners will be notified at the end of the Sweepstakes Period via Instagram. In the event that there are, in the opinion of the Administrator, insufficient legitimate entries to post for the public to vote on, Administrator reserves the right to select the Prize Winners from among all entries received. If a potential Prize 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 Prize Winner selected in accordance with these Official Rules. Only one attempt for a new alternate will be conducted. 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 Prize 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 Prize Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Prize Winner selected in accordance with these Official Rules.

11. Publicity Release Terms. Except where prohibited by law, the Prize Winners' acceptance of the Prize constitutes permission for the Sweepstakes Entities to use the Prize 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 Sweepstakes and identifying the Prize 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 Sweepstakes, 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 Sweepstakes or detrimental to other entrants of the Sweepstakes. 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 Sweepstakes. 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 Sweepstakes 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 SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE SWEEPSTAKES 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 Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes 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 Sweepstakes Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Sweepstakes 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 Sweepstakes Entities, and their parents, affiliated and subsidiary companies, advertising, marketing and Sweepstakes 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 Sweepstakes, 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 Sweepstakes.

15. Damaged Property. Sweepstakes Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Sweepstakes 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 Sweepstakes or downloading materials from this Sweepstakes.

16. Sweepstakes Errors. The Sweepstakes Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and Sweepstakes 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 Sweepstakes; (b) in any related advertising, marketing of this Sweepstakes; 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 Sweepstakes.

17. Prizes and Winners. The Sweepstakes Entities, and their parents, affiliated and subsidiary companies, dealers and advertising, marketing and Sweepstakes 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 Prize 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 Sweepstakes.

18. Release and Indemnity. Each entrant in this Sweepstakes, including, without limitation, the Prize Winners, hereby releases and agrees to hold harmless the Sweepstakes Entities and their parents, affiliates, subsidiaries, dealers, advertising, marketing and Sweepstakes 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 Sweepstakes and participation in any activity related to this Sweepstakes.

19. Limitation of Liability. IN NO EVENT WILL THE SWEEPSTAKES ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING, MARKETING OR SWEEPSTAKES 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 SWEEPSTAKES, INCLUDING WITHOUT LIMITATION YOUR ACCESS TO AND USE OF THE SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES. 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 SWEEPSTAKES & 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 Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or this Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 Swag Sweepstakes** 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 Swag Sweepstakes**" 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.