

## Veer Marketplace Launch Grand Prize Contest - Official Rules

THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA (EXCLUDING QUEBEC) AND UNITED STATES ("TERRITORIES"). DO NOT ENTER THIS CONTEST IF YOU ARE NOT A RESIDENT OF ONE OF THE TERRITORIES OR IF YOU ARE OTHERWISE PROHIBITED BY LOCAL LAW TO PARTICIPATE IN THE SAME.

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

**1. Eligibility:** To be eligible to enter the Veer Marketplace Launch Grand Prize Contest ("Contest"), you must be a legal resident of Canada (excluding the province of Quebec) or United States (including the District of Columbia), as evidenced by your active Veer Ideas account when entering via The Skinny, and in all respects you must be above the age of majority in the jurisdiction where you reside at the time of entry ("Entrant"). Employees and representatives of Veer, its parent, affiliates, related companies, agents, subsidiaries, advertising and promotional agencies, any prize provider, and any entity involved in the development, production, implementation, administration or fulfillment of the Contest, and their immediate family members (defined as parents, children, siblings, spouse, or life partner) and persons living in the same household, are not eligible to participate or win. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. Entrant is eligible to win only one Prize.

*Corporate Customers:* If you are entering the Contest on behalf of your employer, these rules are binding on you, individually, and/or your company. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consent thereto, including your potential receipt of a prize. You further warrant that your actions do not violate your employer's or company's policies and procedures.

**2. How To Enter:** NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. The Contest begins on October 30, 2009 at 12:01 a.m. Pacific Daylight Time ("PDT") and ends on November 13, 2009 at 11:59 p.m. PDT ("Term"). To enter the Contest, you must respond to a challenge to be posted on the Veer Blog, The Skinny: <http://ideas.veer.com/skinny>, on October 30, 2009.

### 3. How To Win:

To enter the Grand Prize Contest, read the Veer Blog, The Skinny: <http://ideas.veer.com/skinny>, on October 30, 2009 and respond to the challenge via a comment with either your full entry or a URL link to the entry. You will have from October 30, 2009 at 12:01 a.m. PDT through November 5, 2009 at 11:59 p.m. PDT to submit entries. You may enter as many times as you wish; however you may not win more than one Prize. Response to the challenge can be in the form of writing/text, photography or other creative task. The Grand Prize winner will be announced on November 10, 2009. Beginning November 10, 2009 at 12:01 a.m. PDT ten (10) runner-up entries will be posted on The Skinny: <http://ideas.veer.com/skinny> and open for public voting until November 12, 2009 at 11:59 p.m. PDT. One (1) runner-up winner will be chosen from the ten (10) entries to be voted on and announced on November 13, 2009. Only eligible Entries actually received by Sponsor within the time frame specified will be included in the Contest. Illegible, unintelligible, incomplete, garbled, or mutilated Entries will be disqualified. Entries will not be acknowledged or returned. Sponsor reserves the right, in its sole discretion, to disqualify any Entry not in compliance with these Official Rules. Entries must be original to the Entrant (not copied, adapted or reproduced from any other source), must be unpublished. By submitting an Entry, you represent that the Entry is your original creation and grant Sponsor the unlimited, royalty-free right and license to use the Entry (including the right to modify, distort and alter it) for

any and all purposes throughout the world in perpetuity and agree to provide such consent in writing if requested by Sponsor. Entries must be original, must be the work of the submitting Entrant and cannot infringe on any copyright, trademark, other intellectual property right, or the rights of privacy or publicity or any other right(s) of any third party. Entrants will be required to execute a Release which among other things requires Entrant to swear to the originality of the Entry, that the Entry is not proprietary to any other party, and to grant Sponsor an unlimited, perpetual world-wide royalty-free license to use the Entry. For disputes concerning the identity of an Entrant, the Entry will be considered made by the authorized account holder Veer Ideas account submitted at the time of entry, defined as the natural person assigned to such account by Veer. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder associated with the winning Entry.

#### 4. Judging:

All Entries will be judged by a panel of judges ("Judges") selected by Sponsor. Assuming sufficient Entries are received and are in compliance with these Rules, one (1) Grand Prize winner and one (1) runner-up winner will be selected by the end of the Term. By entering, all Entrants agree to be bound to these Official Rules and the decisions of the Sponsor and Judges, which are final and binding in all respect. Participating members of the judging panel will be selected by Sponsor (in its sole discretion).

The Entries will be judged based on the following judging criteria: quality (40%); creativity (40%); merit (10%). In the event of a tie, tie will be broken among all tied Entries, by taking the Entry with the highest score in the quality criteria. The judging panel will pick the top eleven (11) entries and of those top entries, the one (1) with the highest ranking will be declared the Grand Prize Winner. The remaining ten (10) entries (ranked 2<sup>nd</sup> to 11<sup>th</sup>) will be posted on the Veer Blog, The Skinny: <http://ideas.veer.com/skinny> on or around November 10, 2009 where the public can view each entry and vote for their favorite using a ranking of 1 to 5 to determine the Runner-up Winner. Voting will run through November 12, 2009. The runner-up entry that receives the most points will be declared the Runner-up Winner on or about November 13, 2009. Voting is limited to one (1) vote per I.P. address. Any use of agencies or robotic, repetitive, automatic, programmed or similar voting methods or agents will void all votes by that person. Winning is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in the Official Rules

Except where prohibited by law, in order to be confirmed as the winner, the potential winner may be required to sign and return a Declaration of Eligibility & Liability/Publicity Release ("Declaration") and return the Declaration within fourteen (14) days following attempted notification of the potential winner or such potential winner will be deemed to have forfeited the Prize. Return of any winner notification e-mail as undeliverable, inability of Sponsor to contact the potential winner, or failure by the potential winner to return the Declaration and any other required documentation within the stated time period may result in disqualification and selection of the next highest scoring entry as the winner.

#### 5. Prize:

Grand Prize: One (1) Grand Prize winner will receive:

- 1-Apple® 17" MacBook Pro (ARV \$2499)
- 1-Adobe® Creative Suite® 4 (ARV \$1799)
- 1,000 Veer Marketplace credits (ARV \$1200)
- Jukebox type collection (122 fonts) (ARV \$1999)
- 1-Type Tray laptop cushion (ARV \$100)
- 1-Kern Zip-up Sweatshirt (ARV \$69)

**Runner-up Prize:** One (1) runner-up winner will receive a Veer Merchandise credit worth \$500.00 to use on Veer Products located at: <http://www.veer.com/products/merch/>.

Prizes may not be transferred or assigned except by Sponsor. Sponsor reserves the right to substitute the Prizes with another prize of equal or greater value in the event that the advertised Prizes are not available for any reason, in its sole discretion. Prize recipient bears all responsibility for any taxes, costs, and fees associated with the use, non-use, service, or maintenance of the Prizes. The Prizes consists of only those items specifically listed as part of the Prize. Expenses not specifically stated above, together with the reporting and payment of all applicable taxes, fees, duties, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of the Prizes, are the sole responsibility of the winner. Other restrictions, conditions, and/or limitations may apply. Use of the Prizes will be subject to the Veer content license. Prizes will be awarded within approximately six (6) weeks of receipt by Sponsor of the Declaration and any other prize acceptance documents. Odds of winning depend on the number of eligible Entries received. ALL PRIZES SHALL BE ACCEPTED ON AN "AS IS" BASIS AND FOR WHICH SPONSOR MAKES NO WARRANTIES OR REPRESENTATIONS NOR ACCEPTS ANY RESPONSIBILITY.

**6. General Conditions:** By entering the Contest, Entrants agree to comply with and be bound by these Official Rules and decisions of Sponsor, which shall be final in all respects. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Veer or related company's Web site; (b) violating these Official Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any property owned by or service offered by Sponsor; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If, in Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties, force majeure, or any other cause beyond the control of Sponsor which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to amend the terms and conditions governing the Contest from time to time at its sole discretion.

**7. Publicity:** Prize winner may be asked to participate in publicity. Except where prohibited by law, the winner's acceptance of the Prize constitutes permission for Sponsor to use such winner's name, address (city and state only), statements, photograph, voice and/or likeness for any advertising and promotional purposes relating to the Contest, in any media now known or hereafter devised, without further notice, compensation, consideration, review or consent and without regard to moral rights.

**8. Limitations of Liability:** Sponsor assumes no responsibility or liability for the following: (a) lost, late, misdirected, illegible, or mutilated Entries or for any computer, online, telephone or technical malfunctions that may occur; (b) any incorrect or inaccurate information, whether caused by Web site users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in the processing of submissions in the Contest; (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; (d) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players or browsers, on account of technical problems or traffic congestion on the Internet, at any Web site, or on account of any combination of the foregoing; and (e) any injury, loss, or damage to participants or to any computer related to or resulting from participating in the Contest or receipt of, use, or inability to use the Prize awarded.

**9. Privacy:** By entering the Contest, you understand and consent to the transfer of your personal information to servers in the U.S. You agree to be bound by Sponsor's privacy policy located at: <http://www.veer.com/about/privacy> which governs the collection, use and

disclosure of personal information for the purposes of administration and prize fulfillment and you understand that your personal information will be used in accordance with this policy. Upon request, you have the right to access and/or modify your personal data and may oppose data collection under certain circumstances. To exercise such rights, please send an email to: [service@veer.com](mailto:service@veer.com). The data controller and data recipient is Corbis Corporation.

**10. Winners List:** For the list of Winners, please visit <http://ideas.veer.com/skinny>.

**11. Governing Law:** All federal, state, municipal, provincial, and local laws and regulations apply. This Contest and these Official Rules are governed and interpreted by the laws of the State of New York, U.S.A., without regard to its conflict of law provisions.

**12. Sponsor:** Veer, a Corbis Brand, located at 119 - 14 Street NW, Suite 400, Calgary, Alberta, Canada T2N 1Z6, is the sponsor of this Contest ("Sponsor" or "Veer") and is solely responsible for the fulfillment of Prizes.