

## Veer “Earn Merch Money” Incentive Program- Terms & Conditions

THE FOLLOWING INCENTIVE PROGRAM IS OPEN ONLY TO CURRENT VEER CUSTOMERS WHO ARE LEGAL RESIDENTS OF CANADA, EXCLUDING QUEBEC, AND THE UNITED STATES (COLLECTIVELY, THE “TERRITORIES”). DO NOT ENTER THIS INCENTIVE PROGRAM IF YOU ARE NOT A RESIDENT OF ONE OF THE TERRITORIES OR IF YOU ARE OTHERWISE PROHIBITED BY ANY LOCAL LAWS TO PARTICIPATE IN THE SAME.

PARTICIPATION IN THIS INCENTIVE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE PROGRAM CONDITIONS.

**1. Eligibility:** To be eligible to participate in the Veer “Earn Merch Money” Incentive Program (“Incentive Program”): (i) you must be a current customer of Veer (“Veer”); (ii) you must have access to Veer web site located at [www.veer.com](http://www.veer.com); (iii) you must be a legal resident of one of the following Territories: CANADA, excluding Quebec, or the UNITED STATES; and (iv) be the age of majority in the jurisdiction in which you reside at the time of participation in the Incentive Program (“Customer”). VOID WHERE PROHIBITED BY LAW. Veer reserves the right to verify eligibility and to adjudicate on any dispute at any time.

*Corporate Customers* - if you are entering the Incentive Program on behalf of your employer, these rules are binding on you, individually, 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. You further warrant that your actions do not violate your employers or company’s policies and procedures.

**2. Term:** The Incentive Program begins at the time you opt-in to the Incentive Program, but not earlier than July 1, 2009 at 12:01 a.m. Pacific Time (“PT”) and ends on August 31, 2009 at 11:59 p.m. PT (“Program Term”).

**3. How to Participate:** Earn \$1.00 USD in Veer merchandise credit for every \$5.00 USD spent during the Program Term. Credit earned is limited to \$1000.00 USD. To participate, you simply need to register and/or log-in at [www.veer.com/account](http://www.veer.com/account), sign up for the Incentive Program by checking the opt-in box for the Incentive Program at [www.veer.com/merchmoney](http://www.veer.com/merchmoney) and clicking submit; and then make a purchase of Veer Marketplace Microstock, Veer Royalty-Free and Rights-Managed photography, illustration, type and merchandise products (or a combination thereof) (“Qualifying Purchase”). A Qualifying Purchase can be made via Veer via the website located at [www.veer.com](http://www.veer.com) or via a Veer sales representative during the Program Term. A purchase made before opting into the Incentive Program is not a Qualifying Purchase

**4. How to Redeem:** On or around September 7, 2009, you will be notified via email or phone call about your total earned merchandise credit based on your total spend. An “In Cart Coupon” will be put in your online shopping cart account which may be redeemed for Veer branded merchandise items located for sale online or via customer service. Merchandise credits must be redeemed by October 31, 2009.

**OFFER SUBJECT TO AVAILABILITY.** Merchandise credits may not be transferred, substituted, redeemed for cash, or assigned except by Veer. If the Merchandise Credits or notification is returned as undeliverable, the Merchandise Credits are forfeited. 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 Merchandise Credits, are the sole responsibility of the recipient of the Merchandise. Terms and restrictions apply Restrictions, conditions, and limitations apply. Veer will not replace any lost or stolen Merchandise Credits.

ALL MERCHANDISE SHALL BE ACCEPTED ON AN “AS IS” BASIS AND FOR WHICH VEER MAKES NO WARRANTIES OR REPRESENTATIONS NOR ACCEPTS ANY RESPONSIBILITY.

**5. Conduct:** By participating in the Incentive Program, Customers agree to comply with and be bound by these Program Conditions. The Program Conditions will be included in the email and online. Veer will notify customers that they are eligible to participate in the Incentive Program and will also be available by written request from Veer (see Section 9 below for more details) during the Program Term. Failure to comply with

these Program Conditions may result in disqualification from the Incentive Program. Customers further agree to comply with and be bound by decisions of Veer, which shall be final in all respects. Veer reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the operation of the Incentive Program or any Veer Web site; (b) violating these Program Conditions; (c) violating the conditions of service, conditions of use and/or general rules or guidelines of any Veer property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**6. General Conditions:** By participating in the Incentive Program, Customers: (a) agree, to the fullest extent of the law, to release and hold harmless Veer, and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Incentive Program (including but not limited to the receipt, use or misuse of any Gift or any component thereof), and (b) grant to Veer the right to use and publish their proper name and state or province and/or country, statements, photograph, voice and/or likeness for any advertising and promotional purposes relating to the Incentive Program, in any media now known or hereafter devised, without further notice, compensation, consideration, review or consent and without regard to moral rights, except where prohibited by law.

**7. Limitations of Liability:** Veer assumes no responsibility or liability for the following: (a) telephone or technical malfunctions that may occur; (b) any incorrect or inaccurate information, any of the equipment or programming associated with or utilized in the Incentive Program, or any technical or human error which may occur in the processing of purchases and/or invoices in connection with the Incentive Program; (c) any injury or damage to participants related to or resulting from participating in this Incentive Program; or (d) any use or inability to use the Merchandise awarded, which use shall be subject solely to the Conditions of any warranty offered by the manufacturer of such Merchandise. If, for any reason, the Incentive Program is not capable of running as planned, including because of, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Veer which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Incentive Program, Veer reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Incentive Program. Veer reserves the right to change these Program Conditions and/or the Merchandise at any time, with or without notice.

**8. Privacy:** By participating in the Incentive Program, you acknowledge that you have already agreed to the conditions of Veer's privacy policy, located at <http://www.veer.com/about/privacy/>, which controls this Incentive Program. Furthermore, you consent to the collection, use and disclosure of your personal information for the purposes of administering this Incentive Program in accordance with such privacy policy. If you so consent, for marketing purposes such as determining effective advertising media, devising Incentive Programs and working with affiliated partners, Veer may on occasion share certain information with our affiliated merchants or companies. You have the right to request access to and correction of your personal information held by Veer and to be informed of Veer's policies and practices in relation to personal information and the kind of personal information held by us. If you wish to access or correct your personal information held by us, opt out of receiving further communications from us or our affiliated merchants or companies, or have other questions respecting our privacy policy, please contact us at [service@veer.com](mailto:service@veer.com).

**10. Sponsor:** Veer, located at #400, 119-14th St. NW, Calgary, Alberta, T2N1Z6, Canada, is the operator of this Incentive Program and is solely responsible for the fulfillment of all Gifts ("Veer").