

# Maverik and Teamgive Joe Schmo to Lambo Sweepstakes

May 27, 2010 to October 1, 2011

## Official Rules

Maverik, Inc. and Teamgive, LLC, their subsidiaries and affiliated companies (collectively referred to hereinafter as either the “Company” or “Sponsor”) will conduct the Joe Schmo to Lambo Sweepstakes (hereinafter the “Sweepstakes”) substantially as described in these rules, and by participating, each participant agree as follows:

### 1. Dates of Sweepstakes.

- a. **Ending Date and Starting Date for Sweepstakes:** Sweepstakes will begin on or about 12:00 PM Pacific Daylight Time (“PDT”) May 27, 2010 (“Starting Date”) and end on or about 12:00 PM PDT October 1, 2011 (“Ending Date”).
- b. **Award of Sweepstakes Prizes:** Sweepstakes prizes (“Prize(s)”) will be awarded on or before December 1, 2011 (“Award Date”) at a Prize Award Event to be designated by the Company (“Event”). Finalists (as defined below) must be present at the Event to be eligible to win the Prizes.

### 2. Description of Sweepstakes.

#### a. **Sweepstakes prizes (“Prize(s)”) are as follows:**

1. **1<sup>st</sup> Grand Prize:** (i) 2008 Lamborghini Murcielago Roadster LP640 (“Grand Prize”), Actual Retail Value (“ARV”) as of the Starting Date of the Sweepstakes \$348,000.00; and (ii) Driving School for Grand Prize winner offered by Miller Motorsports Park (“MMP”) with an ARV of \$3,000.00. ARV of the Grand Prize as of the Ending Date will be determined in accordance with applicable federal and state rules and regulations and relevant blue book values or other reliable resources for valuation.
2. **2<sup>nd</sup> Prize:** (i) two (2) 2012 Season tickets to the MMP; and (ii) MMP Driving School with an ARV of \$4,000.00.
3. **3<sup>rd</sup> Prize:** At the MMP the following prizes: (i) Mustang Experience; (ii) one (1) 2-up Ride; (iii) \$50.00 Karting certificate; (iv) two (2) 2012 season tickets to the MMP; and (v) \$25.00 retail credit at the gift store at MMP with an ARV of \$2000.00.
4. **4<sup>th</sup> Prize:** At the MMP the following prizes: (i) Hot Lap; (ii) one (1) 2-up Ride; (iii) \$50.00 Karting certificate; and (iv) two (2) 2012 season tickets to the MMP with an ARV of \$1000.00.

5. **5<sup>th</sup> Prize:** At the MMP the following prizes: (i) Hot Lap; (ii) one (1) 2-up Ride; (iii) \$50.00 Karting certificate; and (iv) two (2) 2012 season tickets to the MMP with an ARV of \$1000.00.
6. **6<sup>th</sup> Prize:** At the MMP the following prizes: (i) Hot Lap; (ii) one (1) 2-up Ride; (iii) \$50.00 Karting certificate; and (iv) two (2) 2012 season tickets to the MMP with an ARV of \$1000.00.
7. **7<sup>th</sup> Prize:** At the MMP the following prizes: (i) Hot Lap; (ii) one (1) 2-up Ride; (iii) \$50.00 Karting certificate; and (iv) two (2) 2012 season tickets to the MMP with an ARV of \$1000.00.
8. **8<sup>th</sup> Prize:** At the MMP the following prizes: (i) two (2) 2012 season tickets to the MMP; and (ii) \$50.00 Karting certificate with an ARV of \$700.00.
9. **9<sup>th</sup> Prize:** At the MMP the following prizes: (i) two (2) 2012 season tickets to the MMP; and (ii) \$50.00 Karting certificate with an ARV of \$700.00.
10. **10<sup>th</sup> Prize:** At the MMP the following prizes: (i) two (2) 2012 season tickets to the MMP; and (ii) \$50.00 Karting certificate with an ARV of \$700.00.

**b. Finalists and Award of Prizes.**

1. Ten (10) finalists (“Finalists”) will be selected from qualifying entries and will be given one (1) key each for a total of ten (10) Finalist keys referred to as Keys 1 through 10 (collectively the “Key(s)”). One (1) of the Keys will win the Grand Prize and the other remaining nine (9) Keys will win one (1) of the other 2<sup>nd</sup> through 10<sup>th</sup> Prizes. Odds of winning the Prizes depend on which Key you are given.
2. Finalists will be selected from qualifying entries as provided herein.

**c. How to Enter to be Eligible to be a Finalist to be Given a Key for the Prizes:**

The following are the methods by which persons may enter to become eligible to become a Finalist and to be given a Key for the Prizes. References to individual Key numbers 1 through 10 herein is for convenience only and does not represent a specific Key:

1. **Key 1 – Teamgive “Live to Give Entry” and how to be given Key 1:** By going to [www.teamgive.org](http://www.teamgive.org) and submitting a qualifying “Live to Give” entry and being selected as the winning submission according to the terms and conditions and as provided below.
2. **Key 2 – Teamgive “In it to Win It” Entry and how to be given Key 2:** By going to [www.teamgive.org](http://www.teamgive.org) and completing the required registration information and making a donation according to the terms and conditions as provided therein for the “In it to Win It” entry. One entry will be made for each registered one dollar (\$1.00) donation.
3. **Key 3 – Maverik Adventure Club Card and how to be given Key 3:** By having or obtaining Maverik Adventure Club Card (“Card”) and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each

registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on August 1, 2010. Only Trail Points of the primary Card holder are eligible for entry.

4. **Key 4 – Maverik Adventure Club Card and how to be given Key 4:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on September 1, 2010. Only Trail Points of the primary Card holder are eligible for entry.
5. **Key 5 – Maverik Adventure Club Card and how to be given Key 5:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on January 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.
6. **Key 6 – Maverik Adventure Club Card and how to be given Key 6:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on Jun 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.
7. **Key 7 – Maverik Adventure Club Card and how to be given Key 7:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on July 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.
8. **Key 8 – Maverik Adventure Club Card and how to be given Key 8:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on

August 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.

9. **Key 9 – Maverik Adventure Club Card and how to be given Key 9:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on September 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.
10. **Key 10 – Maverik Adventure Club Card and how to be given Key 10:** By having or obtaining a Card and going to [www.maverik.com](http://www.maverik.com), registering your Card, completing the required registration information and opting into the Sweepstakes. One (1) entry will be made for each registered Card upon completion of registration, the required registration information and opting into the Sweepstakes. Additional entries will be made for each “Trail Point” earned for each registered Card commencing from the Starting Date and ending on October 1, 2011. Only Trail Points of the primary Card holder are eligible for entry.

Only one (1) Key may be awarded to one (1) eligible Finalist. No eligible entries may receive more than one (1) Key.

**d. No Purchase Necessary Entry – Mail Entries.**

In addition to the foregoing methods of entry, including the above no purchase necessary entries included in the description of “How to be given the Keys for the Prizes”, one (1) qualifying entry may be made for the Keys by filling out a 3” X 5” card to include the person’s Name, Address, City, State, Zip Code, Phone Number, and Date of Birth and mailing it with necessary postage to: Maverik and Teamgive Joe Schmo to Lambo Sweepstakes, Maverik Adventure Image Team, 880 West Center Street, North Salt Lake, Utah 84054. No more than one (1) qualifying entry per person. Mail entries must be received on or before the Ending Date.

**3. Winners List Request.**

For a list of winners, mail a self-addressed stamped envelope to requesting the winners list Maverik and Teamgive Joe Schmo to Lambo Sweepstakes, Maverik Adventure Image Team, 880 West Center Street, North Salt Lake, Utah 84054. Mail must be received by the Winner's List Request Deadline of no later than Ending Date. List will be sent once all Prizes have been awarded.

#### **4. No Automated Entries.**

You must fill out your own entry without the use of any automated sweepstakes entry filling services or sweepstakes form filling services. The use of any automated, programmed, robotic or similar system to enter is prohibited and will result in disqualification. Entries filled out by anyone other than you will be disqualified. Auto entries prohibited.

#### **5. Eligibility and Other Limitations:**

**YOU MUST BE EIGHTEEN (18) YEARS OF AGE AS OF THE STARTING DATE AND A LEGAL RESIDENT OF ARIZONA, COLORADO, MONTANA, NEVADA, IDAHO, UTAH, OR WYOMING TO PARTICIPATE AND WIN. PRIZE(S) MUST BE DELIVERABLE TO AN ARIZONA , COLORADO, MONTANA, NEVADA OR WYOMING ADDRESS.**

Employees of the Company, the Sweepstake's participating sponsors and their advertising agencies, employees of advertising radio or television stations used for the Sweepstakes, and members of their immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

#### **6. The Drawing of Finalists:**

References to individual Key numbers 1 through 10 herein is for convenience only and does not represent a specific Key:

1. **Finalist for Key 1:** Finalist for Key 1 will be selected as provided below. Odds of being selected as the winning submission depend on the number of eligible entries received and as provided below for the selection process. Winning submission to be selected on or about October 21, 2011.
2. **Finalist for Key 2:** Finalist for Key 2 will be selected by random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or about October 21, 2011.
3. **Finalist for Key 3:** Finalist for Key 3 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before August 21, 2010.
4. **Finalist for Key 4:** Finalist for Key 4 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before September 21, 2010.
5. **Finalist for Key 5:** Finalist for Key 5 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before January 21, 2011.

6. **Finalist for Key 6:** Finalist for Key 6 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before June 21, 2011.
7. **Finalist for Key 7:** Finalist for Key 7 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before July 21, 2011.
8. **Finalist for Key 8:** Finalist for Key 8 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before August 21, 2011.
9. **Finalist for Key 9:** Finalist for Key 9 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before September 21, 2011.
10. **Finalist for Key 10:** Finalist for Key 10 will be selected by a random drawing from eligible entries. Odds of winning depend on the number of eligible entries received. Drawing date will be on or before October 21, 2011.

## **7, Finalist Notification.**

Finalists will be notified by phone within one (1) week of the drawing. If after a reasonable number of attempts during a day (as determined by Company in their sole discretion) contact is not made with winner, prize will be forfeited and an alternate Finalist selected. Finalist is required to sign an affidavit of eligibility and release of publicity/liability ("Affidavit") within the time period specified by Company in the letter accompanying the Affidavit ("Finalist Letter" or "Prize Letter") or Prizes will be forfeited. If mail is returned as undeliverable without a forwarding address, then Prizes will be forfeited. An alternate Finalist and winner for forfeited Prizes may be selected at Company's sole discretion. Finalists and Prizes will be awarded as provided herein and upon receipt of the Affidavit, and verification of Prize Finalist and winner.

## **8. Publicity; Use of Personal Information.**

By participating, all participants, Finalists and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Sweepstakes or contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Sweepstakes, participants, Finalists and winners(s) agree that the Company may disclose personal information obtained from participants in the Sweepstakes to third parties and use such information for marketing and other purposes.

## **9. Taxes.**

Any valuation of the Prize(s) stated above is based on available information provided to the Company, and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes, registration or other expenses related to transfer of the Prize to the winner and paying any expenses associated with any Prize that are not specifically

provided for in the official rules. Each winner must provide the Company with valid identification, mailing address, and a valid taxpayer identification number or social security number before any Prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other Prize. Any person winning over six hundred dollars (\$600.00) in Prizes may receive an IRS form 1099 for the applicable calendar year and a copy of such form will be filed with the IRS.

#### **10. Decisions.**

By participating in the Sweepstakes, participants agree to be bound by the decisions of Company personnel. Company reserves the right to disqualify any participant, Finalist or winner and may refuse to award any Prize to a person who is ineligible or who Company believes has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means. Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, Company reserves the right to terminate the Sweepstakes, or make such other decisions regarding the outcome as Company deems appropriate. All decisions will be made by Company and are final. Company may waive any of these rules in its sole discretion.

#### **11. Miscellaneous.**

Company may substitute prizes, amend the rules or discontinue the Sweepstakes at any time. Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. Written copies of these rules are available by mail with written request with a stamped, self-addressed return envelope at the address for a winners list request, or may be read on this website [www.maverik.com](http://www.maverik.com). All entries become the property of Company and will not be returned.

RELEASE OF LIABILITY: IN ORDER TO RECEIVE A PRIZE, WINNERS MUST SIGN AN OFFICIAL WAIVER FORM PROVIDED BY THE COMPANY.

BY ENTERING OR PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT, PARTICIPANT OR WINNER AGREE THAT IN NO EVENT WILL COMPANY, SPONSORS, SWEEPSTAKES PARTIES, SWEEPSTAKES PROVIDERS AND ALL THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, OWNERS, AGENTS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, OR ANY OTHER SPONSOR OR PROVIDER (COLLECTIVELY "RELEASEE(S)") BE RESPONSIBLE OR LIABLE FOR ANY AND ALL CLAIMS, AND YOU HEREBY RELEASE THEM FROM, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSE OR LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND

COUNSEL FEES AND COURT COSTS) ARISING OR RESULTING FROM ANYTHING RELATING TO:

THE PRODUCTION, PROMOTION, ADMINISTRATION OR EXECUTION OF THE SWEEPSTAKES (OR YOUR PARTICIPATION IN IT);

CANCELLATION, MODIFICATION OR RESCHEDULING OF ANY ASPECT OF THE SWEEPSTAKES;

OF ANY WEB SITE(S) RELATED TO THE SWEEPSTAKES OR MATERIALS ON THE WEB SITE;

ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE; OR

PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY.

LIMITATIONS: Neither Company nor any other Releasees are responsible for: lost, late, damaged, incomplete, illegible, stolen, misdirected, or postage due mail, shipping or email; any website, computer, telephone, satellite, cable, network, Internet or other equipment, electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues; unauthorized access, tampering, hacking, theft or destruction; or other technical or human error in the receipt or processing of entries, Card requests or other submissions (whether to or from) or otherwise related to the production, promotion, administration or execution of the Sweepstakes.

TAMPERING/VIOLATIONS/DISRUPTION: Company may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Sweepstakes or acting in violation of the rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

CANCELLATION/MODIFICATION: Company may, in its sole discretion, cancel, terminate, modify or suspend the Sweepstakes if the Sweepstakes is not capable of running as Company planned for any reason (including, but not limited to, due to tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which Company, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Sweepstakes).

CARD HOLDER: If the Card holder of an registered Card account is disputed, entry will be deemed made by the natural person who is registered for the Card account.

NO PRIZE WARRANTY: WITHOUT LIMITING THE FOREGOING, ALL 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.

Governing Law and Venue. The laws of the State of Utah, excluding the rules of conflicts of law, shall govern this and all matters arising out of or related to this Sweepstakes. The parties, including Sweepstakes winners, hereby submit to the jurisdiction of the state or federal courts located in Salt Lake County, Utah. Each party expressly agrees that it is subject to the jurisdiction and venue of those courts for purposes of such litigation. Each party hereby waives and covenants not to assert any claim that is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

## **12. Live to Give Entry:**

Live to Give Entry may be made as follows by going to [www.teamgive.com](http://www.teamgive.com) and following the applicable rules as set forth therein and below:

Submissions shall be in the following formats: written submissions, video, photographs and photographic compilations, and music ("Submission"). In order for your submission to qualify for a Live to Give entry, it must meet the following criteria:

Written Submissions: Written Submissions may be submitted in any language. Written submissions may be made in hard copy or in digital format. Digital submissions should be made in PDF format. Submissions should be fewer than 10,000 words; if you would like us to consider a Submission of more than 10,000 words, please indicate the 10,000 word excerpt within your Submission that is most representative of the ideas you wish to communicate. Written Submissions must be the original work product of the submitter. To the extent a Submission contains an excerpt of any other work, such excerpt should be identified and proper attribution made. If your submission contains an extensive excerpt, please obtain permission from the author prior to making your submission. The theme of the Sweepstakes is "Live to Give," thus a successful Submission will touch on giving or service in some way. Written Submissions are not limited in format: poetry, essays, screenplays, plays, investigative journalism, academic articles or any other format will be considered. Both fiction and non-fiction entries will be considered. However, in judging Submissions, a preference will be given to those based in fact over those that are not fact based. Similarly, within the non-fiction Submissions, autobiographical Submissions will be preferred over Submissions that report events that happened to third parties with whom the submitter has no relationship.

Video Submissions: Video submissions may be made in any format of your choosing. However, if we cannot play your video, it will not be considered. Consequently we recommend that you submit the video either on a DVD that will play in a standard standalone DVD player, or in a format that can be played by standard video rendering software such as Quicktime<sup>™</sup>, Realplayer<sup>™</sup>, or Windows Media Player<sup>™</sup> based upon a standard installation and configuration of those programs. Video submissions should generally be shorter than 30 minutes. However, if you would like to submit a video longer than 30 minutes, please identify the short segment of the video that is most representative of the ideas you wish to communicate. Although Video Submissions may contain material that is not original to the individual making the Submission (such as excerpts of news broadcasts, music, photographs, etc.) you must obtain permission from the individuals, businesses, or corporations holding copyright authorization on such works prior to making your Submission. Thus, if you include music in your video, you must obtain the legally required permission of the company holding the rights to that music prior to submitting your video. The theme of the Sweepstakes is “Live to Give,” thus a successful Submission will touch on giving or service in some way. Video Submissions are not limited in their format: documentaries, narrative fiction, narrative non-fiction, and non-narrative videos will all be considered. However, in judging Submissions, a preference will be given to those inspired by fact over those that are not fact based. Similarly, those Submissions that are inspired by autobiographical events will be preferred over Submissions that are inspired by events that happened to third parties with whom the submitter has no relationship. Video Submissions may contain a brief written explanation of the video if such explanation would aid the judges in understanding the relationship of the video to the theme of the Sweepstakes.

Photographs and Photographic Compilations: Photographs and photographic compilations can be made in either digital or hard copy format. If you choose to make a hard copy Submission we request that you also include a digital copy of the your submission to the extent feasible. Digital Submissions should be in a standard photograph format such as JPEG, TIFF, or DNG. Photographic Submissions, when viewed as a whole, must be the original work of the person making the submission. Individual photographs must be the actual work product of the person making the Submission. Photographic compilations may include photographs taken by others as part of the Submission, however, at least 50% of the photographs must be the actual product of the person making the submission. Furthermore, any photographs included in the Submission that are not the product of the person making the submission must be identified, including the name of the original photographer. Further, it is the responsibility of the person making the Submission to obtain permission necessary to use any photographs from third parties. Photographs and photographic compilations may include, but are not required to include, captions. The theme of the Sweepstakes is “Live to Give,” thus a successful Submission will touch on giving or service in some way. Submissions that require a caption or captions to explain their relationship to the theme should include captions. Photographs and Photographic Compilations are not limited in their format: individual photographs, digital slide shows, collages, and other photo based submissions will be accepted. Further, photographic submissions may be digitally altered

to enhance the artistic presentation as the submitter sees fit. In judging Submissions, a preference will be given to those inspired by fact over those that are not fact based. Similarly, those Submissions that are inspired by autobiographical events will be preferred over Submissions that are inspired by events that happened to third parties with whom the submitter has no relationship.

Music: Musical Submissions should be made in a standard digital format, such as Wave or MP3. Musical Submissions may include lyrics in any language or may be instrumental only. Musical submissions should generally last less than 30 minutes. If you wish to make a submission longer than 30 minutes, please identify a short excerpt that you believe is most representative your submission. Musical Submissions must be the original work product of the submitter and his/her collaborators. To the extent a Submission contains an excerpt of the work of any other artist, such excerpt should be identified by a written explanation. If the musical submission is entirely derivative of one or more other artists, such as a “mash-up,” “remix,” “remake,” or “cover,” the submitter must obtain the appropriate permission of the artists whose work is being used. Further, the Submission must contain a description and identification of the works being used. Such explanation should identify each other artist whose work is included and the specific time within the Submission that such other work begins for each such excerpt. The theme of the Sweepstakes is “Live to Give,” thus a successful Submission will touch on giving or service in some way. Musical Submissions are not limited in format or genre. Musical Submissions may contain a brief written explanation of the music if such explanation would aid the judges in understanding the relationship of the musical Submission to the theme of the Sweepstakes.

By transmitting your Submission to teamgive and entering the Sweepstakes, you are granting to teamgive and to its Partners, Corporate Sponsors, and board of directors the license to duplicate, display, transmit, publish and otherwise use, in any way teamgive or its Partners, Corporate Sponsors, and board of directors sees fit, your submission in all media in perpetuity without payment, royalty, or fee of any kind. You grant such permission by entering the Sweepstakes and transmitting your submission and teamgive may make use of your submission regardless of whether you win. You understand that transmitting your Submission does not guarantee that you will win the Lamborghini or that you will be selected to be a finalist in the Lamborghini giveaway. Nor does transmitting your Submission guarantee that your Submission will be used, displayed, or otherwise reproduced by teamgive. You also understand that your Submission may be used in any way by teamgive and that it may be archived for public use, or reproduced in audio or video form, published in print or online, or in any other way and at any time in the future.

By making your Submission to the Sweepstakes you acknowledge and understand that the Sweepstakes is a merit based evaluation of the Submission and any finalists selected from the Sweepstakes will be selected based upon the merit and value of their submissions as judged by teamgive and the judges teamgive selects to evaluate the Submissions based upon the criteria established by teamgive and the subjective evaluations of the judges. The decision of which Submissions will be selected as finalists will be at the sole discretion of teamgive and the judges. As a condition of your

participation in the Sweepstakes you waive all rights to challenge the process by which teamgive evaluates the Submissions including waiving any right to discover the criteria used by the judges, or to discover the identities of the judges.

By entering this Sweepstakes and agreeing to these Terms and Conditions, you affirm that your Submission is original to you, that you own all necessary rights to this work, and that your Submission does not defame or otherwise violate the rights, copyrights, trademarks, privacy, or reputation of any third party. You agree to indemnify and hold, the Releases (as defined herein) harmless against any claims asserted by any third parties that allege the article violates their rights, or from any breach by you of your promises in these Terms and Conditions. You shall be responsible for any costs incurred by Releases for defense or settlement of third- party claims, including, but not limited to, reasonable attorneys' fees. Further, you acknowledge that the teamgive may disqualify you and your submission from the Sweepstakes if you are unable to demonstrate that you have obtained all necessary authorization to use the intellectual property of any third party including: video, music, photographic images, and written passages.

You grant the Company, teamgive, its partners, corporate sponsors, board of directors, and members a non-exclusive, assignable, royalty-free, perpetual world-wide permanent license to duplicate, display, distribute, excerpt, or transmit your Submission, in any format or media presently known or hereafter known. You also grant teamgive the right to use your likeness, whether photographic, video, caricature, or any other rendering ("Likeness") and to use any statements whether verbal, written, audio recording, or in any other format ("Statements") made by you related to the Sweepstakes and to transmit your Image and Statements in any format or media presently known or hereafter known, without payment or royalty. You further grant teamgive permission to make use of your Likeness and Statements including to archive them for public use, to reproduce them in audio or video form, to publish them in print or online, or to publish them in any other way and at any time in the future. You further grant teamgive the right to own or register copyrights to any works or compilations created by teamgive that contain your submission, in whole or in part.