RESIGNATION MEDIA CONTEST RULES

YOUR VOTE OR ANY PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE RULES, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

IN SUBMITTING VOTES INTO THIS CONTEST, YOU ARE VOTING FOR THE RESPECTIVE CITY TO WIN THE CONTEST; YOU ARE NOT VOTING FOR OR ENTERING YOURSELF INTO THIS CONTEST. YOUR VOTE DOES NOT ENTER YOU INTO THE CONTEST; NOR DOES IT ENTER YOU TO WIN, OR IMPLY, PROMISE, OR GUARANTY THAT YOU WILL PARTICIPATE IN THE PRIZE IN ANY WAY. THE PRIZE IS AWARDED TO THE WINNING CONTEST CITY, NOT TO ANY INDIVIDUAL. ONCE THE WINNING CONTEST CITY IS DETERMINED, SEPARATE TICKET SALES WILL BE CONDUCTED TO ALLOW INDIVIDUALS TO PARTICIPATE IN THE PRIZE.

<u>Eligibility</u>: This Contest (the "<u>Contest</u>") is administered by Resignation Media, LLC ("<u>Resignation</u>"). This Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited, taxed, or restricted by law.

This Contest is subject to all applicable federal, state and local laws, rules and regulations. Voting for this Contest is only open to individuals who are legal U.S. residents of the 50 United States and the District of Columbia, with a valid email address and a valid Twitter or Instagram account, who are at least 21 years of age at the time of voting. All individuals voting are subject to all notices posted online by Resignation, including without limitation, its Privacy Policy and Terms of Service, accessible at: www.resignationmedia.com.

Employees of Resignation or Columbia TriStar Marketing Group, Inc. and any of their parents, subsidiaries, or affiliated entities (collectively, "<u>Contest Entities</u>") and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) and the prize suppliers, distributors, advertising, and promotion agencies are not eligible to Vote. Voters may need to provide proof of residency and eligibility upon request.

Contest Voting and Vote Tallying: Voting for this Contest will be conducted by Voters as follows:

- 1. Resignation, in its sole discretion, will select 16 cities (the "<u>Contest Cities</u>"), each associated with a respective food, which will be matched against each other in a bracket format.
- 2. In the First Round, Voters must vote for their favorite Contest City, within the eligible bracket.
- 3. Resignation will tally the total number of Votes for each Contest City in the First Round. The four (4) Contest Cities with the most Votes at the conclusion of the First Round will advance to the Second Round.
- 4. In the Second Rounds, Voters must vote for their Contest City, of the four remaining, by posting picture of their favorite food from their Contest City at least once on Twitter or Instagram, using the hash-tag attributed by Resignation to the Contest City of the Voter's choice.

- 5. The two (2) Contest Cities with the most Votes at the conclusion of the Second Round will advance to the Final Round. The total number of Votes for the advancing Contest Cities will be reset to zero, prior to commencement of the Final Round, so that each of the 2 remaining Contest Cities will start the Final Round with zero Votes.
- 6. Of the 2 Contest Cities participating in Final Round, the Contest City with the higher amount of new Votes in the Final Round will be declared the winner of the Contest and awarded the Prize (the "<u>Winning Contest City</u>").
- 7. Voters may submit as many Votes as they desire. Each Vote will count towards the total number of Votes for that respective Contest City.

<u>Timing</u>: This Contest will be conducted in 3 rounds, as follows:

- 1. The First Found of this Contest will begin on March 24, 2016 at 12:00 a.m. Pacific Time and will end on March 29, 2016 at 11:59 p.m. Pacific Time. At the conclusion of the First Round, Resignation will announce the four (4) Contest Cities receiving the most Votes.
- 2. The Second Round of this Contest will begin on March 30, 2016 at 12:00 a.m. Pacific Time and will end on April 3, 2016 at 11:59 p.m. Pacific Time. At the conclusion of the Second Round, Resignation will announce the two (2) Contest Cities receiving the most Votes in the Second Round.
- 3. The Final Round will begin on April 4, 2016 at 12:00 a.m. Pacific Time and will end on April 7, 2016 at 11:59 p.m. Pacific Time.
- 4. The Winning Contest City will be announced on April 8, 2016.

Resignation's West Coast Director of Sales' computer will serve as the official time keeping device for this Contest.

<u>Prize</u>: The winning Contest City (as determined herein) will host a one-time party, at a location as determined by Resignation within that Contest City (the "<u>Prize</u>"). Submitting a Vote in the Contest does not permit or qualify any individual voter to attend or participate in the Prize. Individuals, including Voters and non-Voters, may only participate in the Prize by purchasing a separate ticket, as designated by Resignation, in its sole discretion.

The Prize is non-transferable and has no cash redemption or substitution value, except that Resignation, in its sole discretion, reserves the right to change or replace the Prize at any time with one of greater or comparable value.

The approximate retail value of the Prize is \$30 per ticket purchased.

<u>Participation in the Prize</u>: Once Resignation determines the Winning Contest City, individuals, whether or not they submitted a Vote, but subject to the eligibility requirements, will be eligible to purchase separate tickets to participate in the Prize. Ticket Sales for the Prize will take place on or about April 14, 2016. To participate in the Prize, individuals must meet all Contest eligibility requirements and purchase a ticket to the Prize ("<u>Prize Participation</u>").

Publicity: By Voting and/or with Prize Participation, you consent and grant permission (except where prohibited by law) to the Contest Entities to use, in perpetuity throughout the world, in any and all media now or hereafter devised, in the Contest Entities' sole discretion, your, name, image, likeness, social media account name, hometown, Prize Participation, social media account postings (including, without limitation, Twitter and Instagram) in connection with the Contest, the Prize, Prize Participation, or any other Contests, prizes, products, services, websites (including social media accounts) offered, owned, or operated by any of the Contest Entities and the advertising, marketing, and promotion thereof, without any additional compensation or notification to, or permission from, you.

Release: Each person who submits a Vote and/or engages in Prize Participation agrees to release, indemnify, and hold harmless Contest Entities and their respective officers, directors, agents, representatives, and employees (collectively, "Released Parties") from and against any claims, liabilities, judgments, damages, loss, actions or cause of action, costs (including reasonable attorney fees) relating to or arising out of: (a) the Contest, Prize, and Prize Participation and the inability to participate in any of the foregoing; (b) Voting in the Contest; (c) receipt of, use or misuse of, the Prize; (d) lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Votes, all of which will be void; (e) unauthorized third-party intervention in any part of the Voting process or the Contest; (f) problems related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Vote to be received by Resignation on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit a voter's ability to Vote in this Contest or engage in Prize Participation; (g) and any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest or Prize Participation, including, without limitation, errors or malfunctions with may occur in connection with the administration of the Contest or the Prize, the processing of Votes, the announcement of the Prize or in any Contest-related materials; (h) cancellation, suspension, or modification of the Contest, the Prize, or Prize Participation; and (i) disqualification of any Vote or Prize Participation.

Cancellation and Disqualification: Resignation reserves the right to cancel, suspend and/or modify the Contest, or any part thereof, if any fraud, delay, technical failures or any other factor beyond Resignation's reasonable control impairs the integrity or proper functioning of the Contest or the Prize, as determined by Resignation in its sole discretion. In such event, Resignation reserve the right, in its sole discretion, to award the Prize based on eligible Votes received up to the time of the impairment. Mass Votes generated by a script, macro, or use of automated devices will be disqualified. Resignation reserves the right to modify, suspend or terminate the Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity, or proper functioning of the Contest and, if terminated, at Resignation' sole discretion, determine the winning Contest City using all non-suspect, eligible Votes received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding Votes received from multiple Voters, the authorized subscriber of the respective social media account at the time of Vote will be deemed to be the Voter and must comply with these Rules. An authorized subscriber is the natural person who is assigned the respective account by the respective provider thereof. Resignation reserves the right, at its sole discretion, to disqualify any individual and void his/her Vote(s) if it finds that individual to be tampering with the Voting process or the operation of this Contest or intending to annoy, abuse, threaten or harass any other Voter, the Contest Entities (or any of its employees or representatives), or to otherwise be acting in violation of these Rules. Failure to

comply with these Rules may result in disqualification from the Contest and a disqualification of Votes. Resignation reserve the right to permanently disqualify any person it believes or has reason to believe violated these Rules.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, RESIGNATION \ RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

<u>Jurisdiction</u>: Voters consent to personal jurisdiction in the State of Texas. Any and all disputes arising from or relating to this Contest, these Rules (including their construction, validity, and enforceability), the Prize, and/or Prize Participation, and all rights and obligations hereunder, will be governed by the laws of the State of Texas, without giving effect to conflict of law principals. Voters and Prize Participants agree that the appropriate State or Federal Court located in Travis County, Texas will have exclusive jurisdiction over any and all disputes, suits, issues, or claims relating to the Contest.

<u>Winner List</u>: Resignation will publish the winning Contest City on its website and/or social media account used in connection with the administration of the Contest.

No Endorsement: This Contest is in no way sponsored, endorsed or administered by, or associated with any company, social media site, email provider, or any website other than those owned or operated by Resignation.

Sponsor: Resignation MEDIA, LLC, 98 San Jacinto Blvd., Suite 160, Austin, TX 78701.