

## **RESIGNATION MEDIA/THECHIVE CONTEST RULES**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

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

IN ADDITION TO THESE RULES, THIS CONTEST IS SUBJECT TO THE TERMS OF SERVICE, PRIVACY POLICY AND ALL OTHER APPLICABLE NOTICES POSTED BY RESIGNATION MEDIA, LLC, AVAILABLE AT [WWW.RESIGNATIONMEDIA.COM](http://WWW.RESIGNATIONMEDIA.COM).

**Administration:** This Contest (the “Contest”) is administered exclusively by Resignation Media, LLC (“Resignation”). This Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited, taxed, or restricted by law.

**Eligibility:** 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 only open to legal U.S. residents residing in the 50 United States and the District of Columbia, with a valid email address, who are over 18 years of age at the time of entry. Employees of Resignation or its parent, subsidiaries, or affiliated entities (collectively, “Contest Entities”) 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 prize suppliers, distributors, advertising, and promotion agencies are not eligible to enter or win. Entrants may need to provide proof of residency and eligibility upon request.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY RESIGNATION, WHOSE DECISIONS ARE FINAL AND BINDING. NO ENTRANT SHALL BE DEEMED A WINNER UNTIL AND UNLESS THE ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED.

**Timing:** The Contest will begin on March 14, 2016 at 12:00 a.m. Central Time and will end on March 24, 2016 at 11:59 p.m. Central Time (the “Contest Term”). Resignation’s computer will serve as the official time keeping device for this Contest.

**Entry:** To enter into the Contest as an “Entrant,” during the Contest Term, you must submit a photograph displaying your most college school pride to using the “**Submit**” link available on Resignation’s website, [www.thehive.com](http://www.thehive.com) (your “Entry”).

**Winner Selection:** Resignation will select the one (1) winner of the Contest, among all the eligible Entries submitted (the “Winner”). The Winner will be the Entrant whose Entry Resignation determines, in its sole discretion, displays the most creative school pride. In addition to the Winner, Resignation will select nineteen (19) other Entrants as finalists (the “Finalists”) with Entries that also depict creative college school pride.

Each Entrant may submit as many Entries as he/she wishes. Entries will not be returned.

**Prize:** The Winner will receive two (2) tickets, along with airfare and lodging, to the NCAA Men’s Basketball Championship games on April 2 and 4, 2016 at NRG Stadium in Houston,

Texas (the “Prize”). 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 other 19 other Finalists will each receive an electronic coupon redeemable for Hooters wings for the duration of March 2016, presented exclusively by Resignation.

Upon conclusion of the Contest Term and determination of the Winner, Resignation will contact the Winner *via* email, telephone, or social media, to inform the Winner that has/she has won the Contest and to arrange for claiming of the Prize.

**Acceptance of the Prize.** To accept the Prize, the Winner must:

- a. Meet all Contest Entrant eligibility requirements;
- b. Respond to Resignation within 48 hours of its contacting the Winner arrange for claiming the Prize.
- c. Provide Resignation with all information or other documents requested by Resignation to arrange for claiming the Prize; and
- d. Be ready, willing, and able to claim all aspects of the Prize, including without limitation, traveling to Houston, Texas on April 2-4, 2016 and attending the NCAA Men’s Basketball Championship games at that location.

If the Winner is unwilling or unable to accept the Prize, Resignation reserves the right to, in its sole discretion: (a) award the Prize to another Entrant selected by Resignation; or (b) award the Winner \$1,500, which is the approximate retail value of the Prize.

The approximate retail value of the Prize is \$1,500. The Winner is responsible for all taxes attributable to the Prize and agrees to complete an Affidavit of Eligibility and W-9 form in connection with winning the Prize.

**License of Entry:** By submitting your Entry, you consent to and grant to the Contest Entities a non-exclusive, perpetual, non-terminable, royalty-free, worldwide, sub-licensable, license, to use, copy, publish, display, broadcast, publicly perform, stream, edit, alter, and otherwise exploit, in any and all media now known or hereafter devised, your Entry in connection with this Contest or any other contests, products, services, and websites (including social media) offered, owned, or operated by the Contest Entities, and in any other manner in connection with the Contest Entities’ businesses or the advertising or promotion thereof.

**Publicity License:** By submitting your Entry, you consent to and grant to Contest Entities a non-exclusive, perpetual, non-terminable, royalty-free, worldwide, sub-licensable, license, to use to use, in any and all media now or hereafter devised, in Contest Entities’ sole discretion, the name, images, likeness, social media account name, and biographical information of any person appearing in your Entry, in connection with Contest or any other contests, products, services, and websites (including social media) offered, owned, or operated by the Contest Entities, and in any other manner in connection with the Contest Entities’ businesses or the advertising or promotion thereof, without any additional notification to or permission from you or from any person appearing in your Entry. You, on behalf of yourself and on behalf of any persons appearing in your Entry, forever irrevocably waive any and all claims arising from or relating to any right of privacy or publicity, in connection with your Entry.

**Representations and Warranties.** By submitting your Entry, you represent, and warrant that:

- a. You are the owner or a valid license of all right, title, and interest in and to your Entry, and have all the necessary licenses, rights, consents, and permissions, including without limitation, all copyright, trademark, patent, or other intellectual property or proprietary rights, to use and to enter your Entry into this Contest and to license your Entry to the Contest Entities; and
- b. You own or have all the necessary licenses, rights, consents, and permissions, including without limitation, all those relating to the name, images, likeness, social media account name, and biographical information, right of privacy, and right of publicity (whether common law or statutory) of any person appearing in any Entry to use and enter your Entry into this Contest, to waive any claims relating to those rights, and to license those rights to the Contest Entities.

**Release:** Each Entrant releases, covenants not to sue, and holds harmless the Contest Entities and their respective officers, directors, agents, representatives, and employees (collectively, “Released Parties”) from and against any and all claims, liabilities, judgments, damages, loss, actions or cause of action, costs (including reasonable attorney fees) (collectively, “Claims”) relating to or arising out of: (a) the Contest and the Prize or the inability to participate in any of the foregoing; (b) any and all personal injury (including death) or property damage incurred in connection with the Contest or the Prize; (c) the receipt of, use or misuse of, the Prize; (d) lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries, all of which will be void; (e) unauthorized third-party intervention in any part of 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 Entry to be received by Resignation on account of technical problems, traffic, congestion on the internet or the website, or for hacking or any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit an Entrant’s ability to enter in this Contest or claim or participate in Prize; (g) identity theft and any other errors or malfunctions of any kind, whether network, printing, typographical, human otherwise relating to or in connection with the Contest or Prize, including, without limitation, errors or malfunctions with may occur in connection with the administration of the Contest or the Prize, the processing of Entries, the announcement of the Prize or in any Contest-related materials; (h) cancellation, suspension, or modification of the Contest or the Prize; (i) disqualification of any Entry, Winner, or Finalist; and (j) defamation or false light.

**Indemnification:** Each Entrant indemnifies, defends, and holds harmless the Released Parties from and against any and all Claims arising out of or relating to the Entrant’s: (a) breach of any representation, warranty, or provision contained of these Rules; (b) violation of or infringement upon the copyright, trademark, patent, intellectual property, privacy, or publicity rights of any third party; and (c) damages or injury to any third party.

**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, CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Jurisdiction:** Entrants 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), and all rights and obligations thereunder, will be governed by the laws of the State of Texas, without giving effect to conflict of law principals. Entrants 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 this Contest or these Rules.

**Winner and Finalist List:** To obtain a list of the Contest Winning Chapter, send a self-addressed stamped envelop to: Resignation Media, LLC: Attn. Legal Department, 98 San Jacinto Blvd., Austin, TX 78701. Requests for winner list must be received no later than fourteen (14) days after conclusion of the Contest Term. The Winner and Finalist list will be mailed approximately fourteen (14) days after receipt of requests therefor.

**No Endorsement:** This Contest is in no way sponsored, endorsed, or administered by, or associated with, the NCAA, Hooters of America, LLC or any party other than Resignation or any social media site, email provider, website, other than those owned or operated by the Contest Entities.

**Sponsors:** Resignation Media, LLC, 98 San Jacinto Blvd., Resignation Bldg., Austin, TX 78701.