

# **Hurricane Spin Mop Jingle Contest**

## **Official Rules**

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

### **1. Eligibility**

Hurricane Spin Mop Jingle Contest (the “Contest”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Void where prohibited by law. Employees of Telebrands, Inc., Steinreich Communications or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **2. Sponsor**

Telebrands, Inc., One Telebrands Plaza, Fairfield, NJ 07004.

### **3. Contest Submission Period**

The Contest submission period is from December 9, 2014 at 12:00 a.m. Eastern Time (“ET”) to February 2, 2015 at 11:59 p.m. ET (the “Contest Submission Period”). Sponsor is the official time keeper for this Contest.

### **4. How to Enter**

You can enter by creating a video with a jingle for the Hurricane Spin Mop (the “Video”). You must title the Video “Hurricane Spin Mop Jingle Contest”. The Video must be tagged with the hashtag #hurricanspinmopjingle. Then during the Contest Submission Period you must subscribe to the HurricaneMop YouTube Channel (<https://www.youtube.com/user/HurricaneMop>) and upload the Video on YouTube. You must also “like” the Hurricane 360 Spin Mop Facebook Page (<https://www.facebook.com/HurricaneSpinMop>) and share the Video on Facebook. The Video must be no more than 60 seconds and be a jingle for the Hurricane Spin Mop. There is no limit as to the amount of Videos you can submit in the Contest. Videos should also include keywords such as hurricane mop, hurricane spin mop, spin mop, hurricane spin mop 360, spin mop 360 Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Videos which will be disqualified.

### **5. Video Requirements**

Each Video must meet all of the following requirements or it will be disqualified:

- Video must be no more than 60 seconds.
- Video must not contain illegal activity.
- Video must not portray Sponsor negatively.
- Video must be original, the sole property of submitter and not previously submitted in any other contest or Contest.

- Video must not incorporate/prominently display any third-party brands or trademarks other than that of the Sponsor.
- Video must not violate any third-party rights, including copyright and right of publicity.
- Video must not contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating or the mutilating of animals, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal, offensive, threatening, profane, or harassing, or otherwise unsuitable content as determined by Sponsor in its sole discretion. Videos containing such content will be disqualified immediately.

Sponsor, in its sole direction, reserves the right to disqualify any Video that does not meet these requirements.

## **6. Terms of Submission**

By submitting a Video you agree Sponsor has the unrestricted right to use your Video, commercially or non-commercially, including the worldwide right to publish and display Video / Video descriptions for in any media for advertising and publicity, all without additional review or compensation. By entering, you represent and warrant that (i) your entire Video is an original work by you and you have not copied or used other works in your Video without permission or right to do so; (ii) no person, other than you has any right, title or interest in any part of your Video; (iii) your Video will not infringe or violate any rights of any third party or entity, including, without limitation, trade secret, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation or any contractual rights; (iv) you have all the rights, licenses, permissions and consents necessary to submit the Video in accordance with these official rules. You understand that Sponsor reserves the right to disqualify or refuse to post any Video at any time for any reason at its sole discretion. BY SUBMITTING THE VIDEO, THE ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH VIDEO IN ANY WAY AND POST THE VIDEO ON THE INTERNET OR USE THE VIDEO IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

Sponsor grants you a limited license to use Sponsor's Hurricane Spin Mop trademark and logo within your Video only as specified in these rules or as otherwise directed by Sponsor. You must not make any other use of the Hurricane Spin Mop trademark or logo, or any of Sponsor's other trademarks, trade names, copyrights, or other intellectual property, without Sponsor's prior written consent. You shall not use, sell, market, display, advertise, or otherwise exploit your Video for any purpose other than as described herein, and you shall follow all of Sponsor's directions regarding the use of Sponsor's Hurricane Spin Mop trademark and logo within your Video. You acknowledge that your failure to comply with the proper use of Sponsor's Hurricane Spin Mop trademark and logo may subject you to liability for trademark infringement or unfair competition under various federal and state laws.

## **7. Winner Selection**

During the Contest Submission Period the Videos will be on display for public viewing at <https://www.youtube.com/user/HurricaneMop> and <https://www.facebook.com/HurricaneSpinMop>. The 10 Videos has the combination of the most views and likes will be deemed the 10 Finalist.

An entrant may only get credit for a single person watching a video once per day. Entrants may not pay people or provide any other type of consideration in exchange for views or likes. Any entrant who violates the ban on paying or providing consideration in exchange for views or likes will be disqualified. View and like totals may be displayed, on a real-time basis, before being verified for integrity. These

unverified view totals do not necessarily reflect accurately the number of views or likes an entrant may have. The Finalists winner will be the individuals who are contacted directly by the Sponsor after views and likes have been verified. Decisions of the Sponsor will be final and non-appealable. A person may only be a Finalist for one Video.

On or about January 25, 2015, Sponsor or an independent judging panel will announce the 10 Finalist. The 10 Finalists Videos will then be scored based on an application of the following criteria ("Judging Criteria"):

- Creativity / Originality;
- Performance; and
- Adherence to the Creative Assignment.

In the event of any tie, the entrant whose Video received the higher score in the Creativity / Originality category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants. The one entrant will be the grand prize winner.

Potential Contest winner will be notified via a direct message on Facebook that they are being awarded the prize, subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by an entrant to respond to the initial verification within five (5) days of notification will result in disqualification and Sponsor will select an alternate winner. Odds of winning a prize depend on the number of eligible entries received and the quality of the Videos.

**8. THE POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.**

**9. Verification of Potential Winner**

The potential prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential prize winner may be required to sign and return to Sponsor, within five (5) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**10. Grand Prize**

One (1) grand prize will be awarded. Grand prize winner will receive one thousand dollars (\$1,000), a 2-night/3-day trip for winner to the 2015 International Housewares Show in Chicago, IL. Trip includes round-trip air transportation to/from gateway airport nearest winner's home to Chicago, IL, hotel accommodations (single room/double occupancy) in Chicago, IL for two nights, participate in a press event and have their winning jingle air in at least one commercial. Winner must commence the trip on March 7, 2015 and return on March 10, 2015. If winner is unable to travel on these dates the prize will be forfeited. If winner lives within 150 miles of Chicago, IL ground transportation may be provided instead of air transportation. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, baggage fees, personal charges at lodging, security fees, taxes or other expenses or incidentals are the responsibility solely of winner. Approximate retail value of the prize is \$5,000. No warranty or guarantee will be given by Sponsor with

respect to the prize. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look solely to such entity for any such warranty or guarantee claim. Prize is non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner.

#### **11. Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor, Steinreich Communications and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

#### **12. Publicity**

Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### **13. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **14. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized

human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Contest. No more than the stated number of prizes will be awarded.

#### **15. Disputes**

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New Jersey State Court located in the Essex County, New Jersey; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

#### **16. Contest Results**

For Contest results send a hand-printed, self-addressed, stamped envelope to Winner's List - Hurricane Spin Mop Jingle Contest c/o Telebrands, Inc., One Telebrands Plaza, Fairfield, NJ 07004. Requests for the winner list must be received within 60 days of when the winner is finalized.