

## **Scrubadoo "Scrubs for Life" Contest ("Contest")**

### **OFFICIAL RULES**

The following Contest is intended for play in the United States only and shall only be construed and evaluated according to United States law. No purchase or payment of any kind is necessary to enter or win. Purchase will not enhance the chance of winning. By entering, the Entrant agrees to be bound by these Official Rules and the decisions of ScrubSquared, LLC, and Scrubadoo.com (collectively the "Sponsor"), which shall be final in all respects.

#### **1. ELIGIBILITY**

The Contest is open only to legal residents of any one of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. The following individuals are not eligible: Employees, contractors, directors and officers of Scrubadoo.com, ScrubSquared, or its affiliates, successors, or assigns.

#### **2. CONTEST SCHEDULE**

You may enter the Contest between 12:00:01 a.m. Central Time ("CT") on February 1, 2010 and 11:59:59 p.m. CT on June 30, 2010 ("Contest Period"). After the Contest Period closes, Finalists will be selected and a public vote to determine the Grand Prize Winner will commence at a time to be determined by the Website.

#### **3. TO ENTER**

To enter the Contest, go to <http://www.scrubadoo.com> ("Web Site"), during the Contest Period, and click on the link for the Scrubadoo "Scrubs for Life" Contest. **YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS OF SERVICE AND PRIVACY POLICY OF THE WEB SITE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEB SITE OR ENTER THE CONTEST.** Follow the on-screen instructions to properly complete and submit a registration form for the Contest. You will be required to set up a Scrubadoo.com account in order to complete registration if you do not already have a Scrubadoo.com account. You can later access your Entry(ies) in the Contest through your Scrubadoo.com account. When prompted, you will be asked to upload your original Submission to the Web Site. Before uploading the Submission, you will be required to agree that you have (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules, and (b) received permission for the use of the image/likeness of any and all identifiable persons appearing in your Submission. You may be required to submit a release (to be provided by the Sponsor) signed by each identifiable

person appearing in your Submission granting the Sponsor permission to use his or her image/likeness if your Submission is selected as a Finalist in the Contest. Submissions that do not include all required information or adhere to the Official Rules as determined by Sponsor in its sole discretion will be considered void. The Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission it deems inappropriate or otherwise non-compliant. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for the Finalist Prize.

#### **4. CREATIVE ASSIGNMENT**

Create a video review of a product or products available for purchase on the Web Site ("Submission"). Submissions can be funny, they can be serious, but above all else they should be informative and creative! Submissions can include references to the Web Site.

#### **5. TECHNICAL REQUIREMENTS**

The Submission must be between thirty (30) seconds and two (2) minutes in length. Submissions must be in a format suitable for the Sponsor to post on the Web Site. Each Submission must be uploaded to the Website in accordance with the Official Rules and instructions of the Sponsor.

#### **6. ADDITIONAL REQUIREMENTS**

All entries must be received by 11:59:59 pm CT on June 30, 2010. The person obtaining the Scrubadoo.com account and uploading the Submission will be deemed the entrant ("Entrant"). The Entrant is the one (1) person who owns the email address associated with the Scrubadoo.com account. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest. Each individual Entrant is allowed a total of ten (10) Submissions. Limit one (1) Finalist Prize per Entrant. Each Submission must comply with the Web Site as well as these Official Rules.

Each Submission must be the original work of the Entrant produced for this Contest and must not infringe any party's intellectual property or other rights, and it must not in any other way violate applicable laws and regulations. Each Submission must not feature or refer to any products other than those offered on the Web Site; and it must not feature or reference any names or third party logos (other than those offered on the Web Site). Each Submission must not utilize live animals unless the Entrant has obtained the consent of the animal's owner. Sponsor may require and an

affidavit from the animal owner or wrangler that the animal was not harmed in the making of the commercial. Each Submission must not contain any copyrighted works (other than as owned by the Entrant). Use of any unauthorized music may result in disqualification of the Submission.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with all of the Terms of Service and these Official Rules.

## **7. PUBLICATION OF SUBMISSION**

Certain Submissions may be featured from time to time on the Web Site during and after the Contest Period, in Sponsor's sole discretion; being selected as a featured Submission does not guarantee selection as a Finalist in the Contest.

BY ENTERING THIS CONTEST AND UPLOADING YOUR SUBMISSION, YOU IRREVOCABLY GRANT TO SPONSOR AND ITS AGENTS THE UNCONDITIONAL AND PERPETUAL RIGHT TO POST, DISPLAY, PUBLISH, USE, ADAPT, EDIT AND/OR MODIFY SUCH SUBMISSION IN ANY WAY, IN ANY AND ALL MEDIA, FOR ANY PURPOSE, WITHOUT LIMITATION, AND WITHOUT CONSIDERATION TO YOU. FINALISTS AGREE TO IRREVOCABLY ASSIGN AND TRANSFER TO THE SPONSOR ANY AND ALL RIGHTS, TITLE AND INTEREST IN SUBMISSION, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS AND WAIVE ALL MORAL RIGHTS IN SUBMISSION. ALL CONTEST ENTRANTS FURTHER AGREE TO RELEASE AND INDEMNIFY AND HOLD HARMLESS THE SPONSOR FROM ANY AND ALL CLAIMS THAT ANY COMMERCIAL, ADVERTISING, PRESENTATION, WEB CONTENT OR ANY OTHER MATERIAL SUBSEQUENTLY PRODUCED, PRESENTED, AND/OR PREPARED BY OR ON BEHALF OF SPONSOR INFRINGES ON THE RIGHTS OF ENTRANT'S WORK AS CONTAINED IN ANY SUBMISSION.

## **8. SELECTION OF WINNERS**

Certain Submissions will be selected as Finalists. The Finalists will be selected by the Website based on a variety of factors including, but not limited to, the number of views, creativity, and originality. The Finalists will compete for one Grand Prize (the "Grand Prize Winner"). The Grand Prize Winner will be selected by the by public vote through the Website.

All Finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms. If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if a Finalist is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Finalist in Sponsor's discretion.

Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. Finalists, by acceptance of the Finalist Prize (defined below), agree to release, indemnify and hold harmless Sponsor, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and Sponsor from any and all liability, loss, damage, cost or claim relate to any allegation regarding the acceptance or use of their prize, including but not limited to the airing of the Submission.

## **9. PRIZE DETAILS**

The Grand Prize Winner will be entitled to a yearly credit to their Scrubadoo.com account, for up to twenty years from the date of this Contest, of Four Hundred Dollars and No Cents (\$400.00) which is redeemable for any product(s) ordered through the Web Site ("Grand Prize").<sup>1</sup> All yearly credit must be redeemed by 11:59 p.m. CT on December 31 of each calendar year for which it is issued. Yearly credit is non-transferable. All unused yearly credit in a calendar year will be forfeited at the end of each calendar year. As example, the Grand Prize Winner must use all yearly credit by 11:59 p.m. CT on December 31, 2010. All unused yearly credit will be forfeited at that time. Please contact the Sponsor for questions or further detail regarding the Grand Prize.

## **10. PRODUCT AVAILABILITY**

The Web Site does not guarantee the availability of products featured, displayed, or otherwise advertised on the Web Site.

## **11. GENERAL CONDITIONS**

All Entrants must have a valid Contest ID and e-mail address. The Grand Prize Winner is solely responsible for any taxes on his or her prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value.

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or

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<sup>1</sup> Grand Prize was determined by a survey of over 1,000 healthcare professionals and students which indicated average purchases of eight (8) scrub sets per year. The assumed cost for a set of scrubs for this contest is \$50.00.

proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or Contest-related Web Site; (b) violating the Official Rules; (c) violating the Web Site terms of service, conditions of use and/or applicable general rules or guidelines; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. This Contest is offered only in the United States and is governed by the laws of the state of Minnesota. All claims relating in any manner to this Contest or to any Submission must be resolved in the federal or state courts located in Hennepin County, Minnesota.

Please see the Web Site's privacy policy located at <http://www.scrubadoo.com/store/Privacy-statement.html> for details of our policy regarding the personal information collected in connection with this Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## **12. WINNER NOTIFICATION**

Finalists will be notified by phone and/or email and may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release or Finalist Prize will be forfeited and an alternate Finalist may be selected. Each person whose image, likeness and/or voice appears in a Finalist video may also be required to complete, sign and return an Affidavit of Eligibility. Your Submission may not be posted for public voting as a Finalist unless the properly and fully completed Releases are received by Sponsor. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

## **13. LIMITATIONS OF LIABILITY AND RELEASE**

No liability or responsibility is assumed by Sponsor resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest

Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize.

#### **14. CANCELLATION OF CONTEST**

The Sponsor, in its sole discretion, may stop, cancel, or otherwise terminate the Contest without selecting Finalists or a Grand Prize Winner at any time during or after the Contest Period.