



## **Job Journey Testimonial Promotion**

### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

THE PROMOTION (defined below) IS SUBJECT TO THESE OFFICIAL RULES AND BY ENTERING, EACH ENTRANT UNCONTIDIONALLY AGREES TO BE BOUND BY THEM.

1. **ELIGIBILITY:** Express Employment Professionals' Job Journey Testimonial ("Promotion") is open only to legal residents of the United States and Canada. Participants must be 18 years of age to be eligible to participate in video submissions. The Promotion is void elsewhere and where otherwise prohibited by law. Do not proceed in this promotion if you are not a legal resident of the United States or Canada. Employees of Express Services, Inc. ("Sponsor"), or any of their its affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion 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 whether related or not) of each such employees are not eligible. The Promotion 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 concerning these Official Rules and the Promotion, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. To be eligible, participants must also currently hold or have held positions in the fields listed below:

- CNC Machine Programmer
- Welder
- Engineer
- Medical Billing Clerk
- Accountant
- Machinist
- Commercial Licensed Truck Drivers
- Web Application Developer

- Sales Representative
- Administrative Assistant

2. TIMING OF PROMOTION: The Promotion begins on July 15, 2015, at 10:00 A.M. Central Time ("CT") and ends on Oct. 31, 2015, at 12:00 P.M. CT (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion. Only video submission entries received by Sponsor during the Promotion Period will be eligible.

3. HOW TO ENTER: To enter, participants must go to the website located at <http://bit.ly/ExpressCareerPathInterview> ("the Web Site"), answer the four questions provided, and submit a video testimonial. Limit one video per person. You will receive one (1) entry into the Promotion upon successful completion of all the questions and successful submission of your video entry. Sponsor reserves the right to contact entrants via the information provided in the entry in relation to this Promotion. Video submissions are required through the use of the Talent Rooster® service. To view the Talent Rooster® terms and conditions, please visit <https://readrooster.com/terms>.

Use of any automated system to participate or submit an Entry is prohibited and will result in disqualification. Sponsor is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the authorized account holder.

By submitting an entry into the Promotion, you represent and warrant that you are at least eighteen (18) years old and have received all rights, releases and permissions which may be necessary with respect to the content in your entry. Sponsor shall have the sole right and discretion to disqualify any entries that Sponsor deems to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste. Entries must not contain brand names or trademarks other than those of Sponsor, which entrant has a limited license to use for the sole purpose of creating and uploading an entry in this Promotion. Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. Sponsor may withdraw or disqualify an entry at any time without notice.

Upon submission on an entry, such entries and the content contained with each entry shall become the sole and exclusive property of Sponsor and will not be returned. Sponsor has the right, but not the obligation, to use all or part of any entry content (including the video submission) in a commercial or non-commercial manner, or to create derivative works thereof, whether or not such entry is found to be the winner of the Promotion. Sponsor has the right to post or not post any video submissions received via an entry, and reject any entries/videos, for any reason, in its sole discretion. Submissions in the Promotion will be considered for the future

production of career path testimonial videos produced by Sponsor. Candidates for further production may be contacted by Sponsor. By submitting an entry and/or video in the Promotion, you agree to consider participation in future video production.

3. PRIZE/ODDS OF WINING/WINNER NOTIFICATION: On or about Oct. 6, 2015, Sponsor will randomly select one potential winner from all eligible online entries received during the Promotion Period to receive the "Grand Prize". **Total Grand Prize Approximate retail value: \$1,000.00.** Odds of winning depend on the number of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prize is not transferable, except at discretion of Sponsor. As a condition of winning a prize, Canadian residents must correctly answer the following mathematical skill test question:  $(4 \times 6)$  divided by  $(2) = \underline{\hspace{2cm}}$ .

The potential winner will be notified by Sponsor with the contact information provided with the potential winner's entry. The potential winner may be notified by e-mail, telephone, or regular mail within approximately three (3) calendar days of selection. If Sponsor is unable to contact the potential winner after reasonable effort, or should the potential winner fail to respond to Sponsor's first attempted notification within three calendar days, the potential winner will be deemed to have forfeited the Grand Prize and Sponsor will select an alternate winner in a random drawing of the remaining eligible entries received during the Promotion Period. Sponsor reserves the right to disqualify any potential winner who fails to comply with these Official Rules and Sponsor's requests, and award the Grand Prize to an alternate winner.

THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION AND GRAND PRIZE. Sponsor may also require that the potential winner agree to, sign, and return an Affidavit of Eligibility, a Liability Release, and, where legal, a Publicity Release, within ten (10) calendar days of first attempted notification, which is a condition to winning the Grand Prize. In the event of noncompliance, the potential winner may be disqualified and an alternate winner selected at Sponsor's sole discretion in a random drawing of the remaining eligible entries received during the Promotion Period.

5. USE OF SUBMISSIONS/INTELLECTUAL PROPERTY: All or part of the video submission of the Grand Prize winner as well as other video submissions may be chosen by Sponsor to be incorporated in a video testimonial compilation to be used by Sponsor in its sole discretion.

All submissions in the Promotion must be original works. By submitting an entry, you represent, warrant and agree that your submission will not infringe upon the intellectual property, privacy, or other rights of any third party and that you have all requisite licenses and permissions required for your submission.

Except where prohibited by law, entry into Promotion is irrevocable permission, authorization, and license for the Sponsor, its members, managers, affiliates, employees, officers, and agents ("Authorized Persons"), to display, publicly perform, exhibit, transmit, broadcast, reproduce,

record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use an entrant's name, image, likeness, and appearance (whether in video or still image format) voice, personal biographical information, hometown and state information, and all materials created by or on behalf of Sponsor that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on the internet, for any purpose in promotion of Sponsor's business and products, including but not limited to advertising, publicity, and promotion of the Promotion, without further consent from or royalty, payment or other compensation to entrant and entrant irrevocably transfers and assigns to Sponsor his or her entire right, title, and interest, if any, in and to the Materials and all copyrights in the Materials. Entrants further acknowledge and agree that they have no right to review or approve Materials before they are used by Sponsor, and that Sponsor has no liability for any editing or alteration of the Materials or for any distortion or other effects resulting from Sponsor's editing, alteration or use of the Materials. Sponsor has no obligation to use the Materials or to exercise any rights provided herein.

You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all entrants in the Promotion, including non-winners and winners.

To the fullest extent permitted by applicable law, entry into the Promotion constitutes irrevocable waiver of all legal and equitable rights relating to all liabilities, claims, actions, damages and expenses, including but not limited to claims for infringement, invasion of rights of privacy, rights of publicity or likeness, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights hereunder and the use and exploitation of the Materials, and forever releases and discharge the Authorized Persons from liability under such Claims.

ENTRANT'S PERSONAL IDENTIFYING INFORMATION PROVIDED IN AN ENTRY MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNER'S LIST AS REQUIRED BY STATE LAW OR IN A VIDEO ADVERTISEMENT CREATED BY SPONSOR. BY ENTERING INTO THE PROMOTION, YOU AGREE TO USE OF YOUR IMAGE AND LIKENESS BY SPONSOR AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THESE OFFICIAL RULES, INCLUDING THE ABOVE WAIVER AND RELEASE.

6. INTERNET: Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Promotion should a virus, bugs, or other causes beyond the control of the Sponsor corrupt the administration, security, or proper play of the Promotion. In such event, the prize will be awarded by Sponsor from among eligible entries received up to the date/time of corruption or modification, to the extent feasible. Sponsor is not responsible for late, lost, incomplete, or misdirected entries; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions

or network connections; problems downloading entries from the web site; or for any other technical problems related to web site entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of the entries in the Promotion. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

## 7. INDEMNITY/REPRESENTATIONS AND AGREEMENTS OF ENTRANT

By entering, participants (a) agree to be bound by the official rules and the decisions of the Sponsor which are final and binding in all respects; (b) release and hold harmless the Sponsor, together with any parent, subsidiary, and affiliated companies and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, managers, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, losses, damages, costs, fees, expenses (including reasonable attorney’s fees), and liabilities (collectively, “Losses”), including but not limited to negligence and damages of any kind to persons and property, 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, participation in the Promotion, acceptance or use or misuse of Grand Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of Materials; (c) to indemnify, defend and hold harmless the Released Parties from and against any and all Losses, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant’s participation in the Promotion, creation or submission of an entry, and/or entrant’s acceptance, use or misuse of a Prize; (d) consent to use of his/her name, photograph and/or likeness for advertising and promotional purposes in connection with this Promotion without additional compensation, unless prohibited by law; (e) that the Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of the Grand Prize.

8. DISPUTES: This Promotion is governed by the laws of the United States and the State of Oklahoma, without respect to conflict of law doctrines. As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be

resolved individually, without resort to any form of class action, exclusively before a state or federal court located in Oklahoma City, Oklahoma, and that, in any such dispute, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (e.g. costs associated with entering), but in no event attorneys' fees, and under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, special, and consequential damages or statutory fines 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules (whether of the State of Oklahoma or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

9. SPONSOR: The sponsor of this promotion is Express Services, Inc., 9701 Boardwalk Blvd., Oklahoma City, OK, 73162.

To obtain a copy of the winner list, send a self-addressed stamped envelope to the address above. Winner's list requests will only be accepted after the end of the Promotion Period and no later than December 31, 2015. VT residents may omit return postage when requesting a winner's list. These Official Rules will be posted at the Website during the Promotion Period.

These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of Sponsor. All rights are reserved.

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