

**PATCH.COM GIVEAWAYS**  
**OFFICIAL RULES**  
**NO PURCHASE REQUIRED TO ENTER OR WIN**

1. **ELIGIBILITY:** Patch.com Giveaways (the “Giveaways”) are open only to individuals who are legal residents of the fifty (50) United States (including the District of Columbia) who are 18 years of age or older. Employees and contractors of Patch Media Corporation, AOL Inc., their advertising or promotion agencies, those involved in the production, development, implementation or handling of Giveaways, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with the Giveaways (collectively “Giveaway Entities”) and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. All U.S., federal, state and local laws and regulations apply. Void in Puerto Rico and where prohibited by law.
2. **SPONSOR:** The Giveaways are sponsored by Patch Media Corporation, 675 Avenue of the Americas, 3rd Floor, New York, NY 10010 (“Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The start and end dates/times of each Giveaway (the “Entry Period”) will be posted on the applicable Giveaway site.
5. **ENTRY:** To enter a Giveaway, follow the instructions on the Giveaway site. Submission will result in one (1) entry. The number of times you can enter the Giveaway will be posted on the applicable Giveaway site. The use of any agencies or automated software to submit entries will void all entries submitted by that person.
6. **WINNER SELECTION:** At the conclusion of the Entry Period, Sponsor will select the name(s) of the potential winner(s) in a random drawing of all eligible entries received during the Entry Period (winner(s) may be selected by other methods as described on the Giveaway site). The number of winners to be selected in a specific Giveaway will be posted on the applicable Giveaway site. The odds of being selected as a potential winner depend on the number of eligible entries received during the Entry Period. Potential winners will be contacted via email and will be asked to provide their full name, age and mailing address within a specified time period. If a potential winner does not respond within the timeframe stated in the notification email, the Sponsor may select an alternate potential winner in his/her place at random from all entries received during the Entry Period (alternate winner(s) may be selected by other methods as described on the Giveaway site). Limit one (1) prize per household per six (6) months.

7. **REQUIREMENTS OF THE POTENTIAL WINNERS:** Except where prohibited, the potential winners may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received. Acceptance of a prize constitutes consent to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law

8. **PRIZE(S):** The prize(s) (including each prize's approximate retail value) available to be won in a specific Giveaway will be posted on the Giveaway site. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winners are responsible for any taxes and fees associated with receipt or use of a prize.

9. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. The 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 responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address

10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Giveaway, entrants agree to release and hold harmless the Giveaway Entities from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) 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

Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Giveaway Entities' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Giveaway Entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **SUBMISSION LICENSE GRANT:** By submitting your entry to the Giveaways you irrevocably grant to Sponsor the following perpetual and royalty free rights: (i) to use, reproduce, edit, market, store, archive, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon and promote any or all of the entry (as such may be edited and modified by Sponsor in its sole discretion); (ii) to distribute and exploit the entry throughout the universe in any manner or means, through such products and services, including on third party sites, as Sponsor may designate, in any medium now known or hereafter devised, whether online or offline, and by any means of delivery; (iii) to exercise the rights granted to Sponsor for editorial, commercial, promotional and all other purposes.

12. **OWNERSHIP OF ENTRY:** While you retain ownership of all right, title and interest in the entry itself, you agree that Sponsor owns all right, title and interest in any compilation, collective work or other derivative work created by sponsor using or incorporating the entry as provided for above.

13. **REPRESENTATIONS AND WARRANTIES TO SPONSOR:** You hereby represent and warrant that (i) the entry is your original work; (ii) the entry does not and shall not infringe on any copyright or any other third party right, nor violate any applicable law or regulation; (iii) you have obtained permission from all persons seen in your entry, including permission from the parents or guardian of any minor child not your own who is seen in your entry; (iv) the entry is not based on, nor does it contain or feature any third party content including but not limited to photographs, television or movie clips [whether edited in or seen in the background of the entry], music, game graphics or any other third party content for which you have not received written permission from the copyright owner granting you sufficient rights to include such third party content in your entry and to grant Sponsor the rights granted in these Official Rules; (v) upon written request from Sponsor (email to suffice) you agree to provide to Sponsor any and all such third party permissions for Sponsor's review.

14. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Virginia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the

Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

15. **GIVEAWAY RESULTS:** To request the name(s) of the winner(s) of prizes valued over \$25, send a self-addressed stamped envelope (listing the specific Patch Giveaway you are requesting the winners for) to Patch Winners, Patch Media Corporation, 675 Avenue of the Americas, Rm 308, New York, NY 10010. Requests must be received within thirty (30) days from the end date of the applicable