### **CMA WEBSITE Facebook Contest**

## **OFFICIAL RULES**

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Open only to legal U.S. residents who are 18 years of age or older as of date of entry. Void wherever prohibited by law.

Employees of CREATIVE MARKETING ALLIANCE, INC. ("Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of each are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and not to Facebook. The information you provide will only be used to select a winner for this contest and may receive future promotional e-mails from Sponsor. You may opt out from receiving those e-mails at any time.

#### TO ENTER:

Beginning, February 20, 2014 through March 31, 2014, you can enter this sweepstakes through the sweepstakes application on the Facebook Platform on the CREATIVE MARKETING ALLIANCE page.

Follow the onscreen instructions to enter this giveaway after "Liking" the CREATIVE MARKETING ALLIANCE page on Facebook, or clicking on the contest tab, and completing all of the required information.

Limit one entry per person/household address. No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, mutilated, postage due, misdirected entries or entries not received. In the event of a dispute over who submitted an online entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the online entry form. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries become the property of Sponsor and will not be returned.

#### RANDOM DRAWING:

One (1) winner will be selected by random drawing on or about April 11, 2014 from all eligible entries received at the time of the drawing. Non-winning entries will carry over to the next drawing. Decisions of Sponsor are final on all matters. Winner will be notified by e-mail only using the information provided in the entry and will have five (5) business days to respond. If there is no response after five (5) business days, an alternate

potential prize winner will be selected. Limit one prize per person/household address. Odds of winning will depend upon the number of eligible entries received.

#### PRIZE:

CMA will prepare a report analyzing the strengths and weakness of the entrants' website, based on agreed apon website best practices, design tactics, content matter, and social media integration.

No substitution or transfer/assignment of prize by winners permitted. Under no circumstances will more than the advertised number of prizes be awarded.

Facebook and Sponsor, their parent companies, affiliates, subsidiaries and agencies are not liable for any losses, injuries, or damages of any kind resulting from acceptance of and/or participation in prizes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

All federal, state and local taxes are solely the responsibility of winner(s). All federal, state and local laws and regulations apply. Potential winners (or parent/legal guardian if potential winner is a minor in his/her state of residence) may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, postmarked within 10 days of the date on notification materials. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential winner may be randomly selected from all remaining eligible entries. To claim any prize, winner must provide a scanned copy of a valid government-issued photo identification satisfactory to Sponsor in its sole discretion. Sponsor reserves the right to substitute any prize with prize of equal or greater value. Acceptance of any prize constitutes permission to the Sponsor to use winners' name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including mailing address, phone number, and email address, during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

**Note:** CMA's evaluation of this site does not include a "diagnostic" checkup (we will not check for how the site ranks in search engines, how the page is programmed on the back end, how the e-commerce functions. CMA will not analyze meta-tags for SEO optimization or efficiency.)

#### TERMS:

Sponsor not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical or human error. Winners assume all liability and agree to hold Sponsor harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. Sponsor is not

responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion whether caused by computer, technical or human error. All terms of the promotion shall be construed according to, and any disputes shall be subject to, the laws of the State of New Jersey. EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES. CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION SHALL BE RESOLVED EXCLUSIVELY BY IN THE COURTS OF NEW JERSEY AND ANY AND ALL CLAIMS. JUDGEMENTS AND AWARDS SHALL BE LIMITED. TO ACTUAL OUT-OFPOCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the promotion 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 or provisions (whether of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The courts of New Jersey in Mercer County shall be the exclusive forum for any dispute relating to these Official Rules and/or this promotion. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of New Jersey and waive the right to contest jurisdiction. Sponsor reserves the right to cancel or modify the promotion or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the promotion; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Any attempt to undermine the operation of this promotion is a violation of criminal & civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

#### **WINNERS LIST:**

For a list of winners, email CREATIVE MARKETING ALLIANCE at <u>info@cmasolutions.com</u> with "Winner's List Website Contest" in the subject line.

#### SPONSOR:

CREATIVE MARKETING ALLIANCE