

## **"COOL MY COUCH " PHOTO CONTEST OFFICIAL RULES**

### **NO PURCHASE NECESSARY TO ENTER OR INCREASE YOUR ODDS OF WINNING**

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#### **COMMON TERMS USED IN THESE RULES:**

These are the official rules that govern how the Skype "Cool My Couch" photo contest will operate. This will be referred to as the "Contest" throughout these rules.

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In these rules, "we," "our," and "us" refer to Skype Communications S.a.r.l. 23-29 Rives de Clausen, L-2165 Luxembourg, the Sponsor of the Contest. "You" refers to an eligible Contest entrant. Visit <http://www.worldtimeserver.com/> or other time server to determine local time.

#### **WHAT LAWS GOVERN THE WAY THIS CONTEST IS EXECUTED AND ADMINISTRATED?**

This Contest will be governed by the laws of the State of Washington, and you consent to the exclusive jurisdiction and venue of the courts of the State of Washington for any disputes arising out of this Contest.

#### **WHAT ARE THE ENTRY DATES?**

This Contest starts at 12:01 a.m. Pacific Time ("PT") on May 15, 2013 and ends at 11:59 pm PT on July 12, 2013 ("Entry Period"). See <http://www.worldtimeserver.com/> for your local time.

Entries must be received during the Entry Period to be eligible for judging. Eligible Entries will be available for public voting during the Entry Period.

#### **CAN I ENTER?**

You are eligible to enter this Contest if you meet the following requirements at the time of entry:

- You are a legal resident of the 50 United States (+DC) or the United Kingdom; and
- You are 18 years of age or older at the time of entry ("Entrant"); and
  - If you are a minor you should ask for your parent / legal guardians permission to enter, as any prize won by a minor will be awarded to their parent / legal guardian
- You are NOT an employee of Skype Communications ("Sponsor"), or their respective parents, subsidiaries and agents; and
- You are NOT involved in any part of the administration and execution of this Contest; and
- You are NOT an immediate family (parent, sibling, spouse, child) or household member of an employee of the Sponsor.
- This Contest is void outside the geographic areas described above and wherever prohibited by law. All federal, state, and local laws and regulations apply.

## HOW TO ENTER / ENTRY CRITERIA

You may enter the Contest one of three ways during the Entry Period as follows:

1.) **Enter via Facebook:** Visit [www.facebook.com](http://www.facebook.com) and login to your Facebook account or create a free Facebook account. Then access the Contest application at [www.facebook.com/skype](http://www.facebook.com/skype) and follow the links and instructions to submit an Entry.

2.) **Enter via Twitter:** Visit [www.twitter.com](http://www.twitter.com) and login to your Twitter account or create free Twitter account. Then from your own Twitter account tweet your Entry and include the Contest hashtag #CoolMyCouch.

3.) **Enter via Instagram:** Visit [instagram.com](http://instagram.com) and login to your Instagram account, or create a free Instagram account. Then from your own Instagram account post your Entry and include the Contest hashtag #CoolMyCouch.

Your Entry must must meet the following criteria:

- Must be your own original work.
- Cannot have been submitted in any other prize promotion or featured on a public website
- May only contain content, including recognizable people, for which you have, or have the power to grant, all required consents and approvals.
- Cannot include any third party trademarks (logos, names) or copyrighted materials (music, images, video, recognizable people). However you may include Sponsor trademarks, logos, music and designs, for which Sponsor grants you a limited non-commercial license to use for the sole purpose of creating and submitting an Entry into this Contest.
- Must comply with all Terms of Use of any website site where an Entry is posted.
- Cannot contain, as determined by Sponsor, content that is sexually explicit, violent, derogatory of any ethnic, racial, gender, religious, professional or age group, which violates any law, or which communicates a messages inconsistent with the positive good will to which we wish to associate.

Limit one Entry per person. You may not create multiple accounts using multiple identities to gain more than the entry limit. By submitting an Entry you agree to these Official Rules and confirm your Entry conforms to the Entry requirements.

We are not responsible for Entries that we do not receive for any reason, or for Entries that we receive but are not decipherable for any reason. We will at our sole discretion disqualify any Entry received in excess of the Entry limit and any Entries not meeting the Entry criteria.

By submitting an Entry, you agree to grant Sponsor an irrevocable, royalty-free, worldwide right and license to use, enhance or modify your Entry in advertising and marketing and sales materials in all media now known or later developed, including print, television and online without your prior approval and for no additional compensation. By entering you further agree to sign any necessary documentation that may be required for Sponsors and its designees to make use of the rights you granted. While we reserve these rights, we are not obligated to use your Entry for any purpose, even if it has been selected as a winner.

## WINNER DETERMINATION AND PRIZES

We or our agent will review all images for appropriateness before posting them at <http://facebook.com/skype> for public voting during the Voting Period. Registered Facebook account holders will be invited to vote for the Entry they think best meets the Contest theme, "I need a cool new couch". Voting is limited to one vote per day per person and Facebook account and email address. Multiple votes received from any Facebook account, person or email address in excess of the voting limit will be void. Any vote obtained by any fraudulent or unsportsmanlike means, including providing incentives to voters, using any automated program to gain multiple votes, creating multiple identities, or any other methods based on our sole determination, will be void and the Entrant may be disqualified from the Contest.

Following the close of the Entry Period a panel of judges from Skype will review all eligible Entries and select one Grand Prize winner and two First Place Prize winners based on the following judging criteria, each to be weighted equally:

- How many votes did your Entry receive?
- The creativity of your Entry

The decisions of the judges are final and binding in all matters related to this Contest.

**Grand Prize:** The winner will receive a prize package including:

- The services of a designer who will consult with the winner to select a couch that fits their space and style. Approximate retail value not to exceed US\$2,000. If the selected couch is less than US\$2,000 the winner will not receive the difference. If the selected couch exceeds US\$2,000 the winner will be required to pay the difference directly to the retailer.
- A Skype-enabled 46' Smart TV. Specific make / model determined by Skype (ARV - US\$1500)
- A Skype branded swag pack (including Adult & Children's Onesies, a pet hoodie and another item determined by Skype) (ARV - US\$400)

**Total ARV of prize package: US\$3900**

**(2) First Place Prize:** Each winner will receive a prize package including:

A Skype-enabled 46' Smart TV (ARV - US\$1500)

A Skype branded swag pack (including Adult & Children's Onesies, a pet hoodie and another item determined by Skype) (ARV - US\$400)

**Total ARV of prize package: - US\$1900**

**ARV of all prizes awarded US\$7,700.** Potential winners will be notified via email within seven days following the selection. If the notification is returned as undeliverable, or if no response is received within the specified prize claim deadline, we may award the prize to the next highest scoring winner. Winner will be required to provide an active email address in order to be contacted for eligibility verification and prize award fulfillment. Limit one prize per person. If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the social media account used to enter the Contest. If you are a potential winner, you will be required to sign an affidavit of eligibility, liability release, publicity release (unless prohibited by law), and tax documents (the "Documents") within five (5) days of notification. If you do not complete the required

Documents as instructed and/or return the required Documents within the time period listed on the winner notification message, we may disqualify you and select an alternate winner.

If you are confirmed as a winner of this Contest:

- You may not exchange your prize for cash or any other merchandise or services. However, if for any reason an advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value; **and**
- You may not designate someone else as the winner. If you are unable or unwilling to accept your prize, we will award it to an alternate potential winner; **and**
- If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize; **and**
- Unless otherwise noted, all prizes are subject to their manufacturer's warranty and / or terms and conditions.

### **WHAT ARE YOUR ODDS OF WINNING?**

Your odds of winning this Contest depend on the number of eligible Entries we receive.

### **WHAT OTHER CONDITIONS ARE YOU AGREEING TO BY ENTERING THIS CONTEST?**

By entering this Contest you agree:

- To abide by these Official Rules; **and**
- To release and hold harmless Sponsor, and their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Contest or any prize won; **and**
- That Sponsor's decisions will be final and binding on all matters related to this Contest; **and**

That by accepting a prize, Sponsor may use your Entry, your likeness and your proper name and state of residence online and in print, or in any other media, in connection with this Contest, without payment or compensation to you, except where prohibited by law.

### **WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE CONTEST CAN'T RUN AS PLANNED?**

If cheating, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and / or integrity of this Contest, we reserve the right to cancel, change or suspend this Contest. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Contest, we reserve the right to randomly select a winner from among all eligible Entries received before we had to cancel, change or suspend the Contest.

If you attempt to compromise the integrity or the legitimate operation of this Contest by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law and we may ban you from participating in any of our future Skype promotions.

### **HOW CAN YOU FIND OUT WHO WON?**

For a list of winners, send an email by July 26, 2013, with the subject line "Skype on TV winner" to SkypeCoolMyCouch@outlook.com.

**WHO IS SPONSORING THIS CONTEST?**

Skype Communications S.a.r.l. 23-29 Rives de Clausen, L-2165 Luxembourg