

NACS Show Expo to Go Video Contest Terms and Conditions

The “NACS SHOW EXPO TO GO” Contest (“Contest”) is sponsored by the NACS, the Association for Convenience and Petroleum Retailing (“Sponsor”).

ELIGIBILITY: Contest is open only to NACS Show 2010 exhibiting companies. Participants are ineligible if related to the retailer panel of judges for the contest. By participating, entrants agree to be bound by these Contest Rules & Regulations and the decisions of Sponsor and its representatives, which are binding and final on all matters relating to this contest. Sponsor reserves the right to verify eligibility qualifications of any entrant or winner.

CONTEST RULES: Contest is open any NACS Show 2010 exhibiting company. Only one entry per exhibiting company will be accepted. All video submissions must be received by **5:00 pm EDT on August 27, 2010**. Late entries will not be accepted. For more details go to Contest Rules and Regulations.

HOW TO ENTER: Beginning on **August 5, 2010**, (i) NACS Show 2010 exhibitors can upload their videos to yousendit.com and follow the posted instructions. By submitting a video, applicants agree to the Terms of Submission to create your own 30-second ad (your “Commercial”) in accordance with the posted requirements and these Contest Rules and Regulations. (ii) Then (after your Commercial is completed), your video will be enhanced by NACS to include: NACS branding, your company logo and booth number prior to the actual ad and will include a message for viewers to visit nacsshow.com to learn more and to register for the NACS Show. After this process is completed, the finished Commercial will be added to the NACS You Tube website (iii) Exhibitors are encouraged to send their video link to customers, clients and anyone else they want to preview their Commercial between **September 7, 2010 and September 24, 2010** (the “Submission Period”); (iv) register and complete the Official Entry Form in its entirety (including participant’s name, daytime telephone number, address, city, state, zip code, age and email address); (v) submit your Commercial by following the posted instructions on yousendit.com and clicking on the “Submit” button. Any fees charged by your Internet service provider will apply and are the responsibility of the exhibiting company to pay. For any participant’s entry to be valid and in order for their Commercial to be considered, participant must acknowledge reading, accepting, and agreeing to the Terms and Conditions set forth in these Contest Rules and Regulations and the Terms of Submission. The Commercial that you submit in connection with your entry (collectively “Submission”) must be original, truthful and unpublished. See below for complete Terms of Submission.

1. **VIDEO CRITERIA:** All videos must (i) Be no longer than 30 seconds, (ii) include these items:

- Your company name
- Your company booth number
- Why a NACS Show attendee should visit your booth
- “We can’t wait to see you at the NACS Show.”

(iii) Must be submitted in .mpg, .avi, .mov, and .wmf formats, (iv) video files may not exceed 7MB. Videos will be judged based on the number of views (accounts for 50% of the total score) and a retail panel will also judge the following criteria, (i) Creativity, (ii) Message clarity and relevance, (iii) Message stickiness and persuasiveness, and (iv) Music and graphic use which accounts for the remaining 50% of the score.



TERMS OF SUBMISSION: By entering, you represent and warrant that (i) Your entire Submission is an original work by you and/or your company; (ii) No person, other than you and/or Sponsor has any right, title, or interest in any part of your Submission; (iii) Your Submission, the use thereof by Sponsor, or the exercise by Sponsor of any rights granted by you pursuant to these Contest Rules and Regulations and your entry, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights; (iv) You have all the permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted to Sponsor pursuant to these Contest Rules and Regulations and necessary to submit your entry in accordance with these rules; (v) You have obtained written permission when filming any part of the Submission on private property not owned or controlled by you, where such permission is required.

You represent and warrant that all persons who were engaged by you to work on the Submission in any manner have given you their written consent to submit the Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the Internet and television, throughout the world, in perpetuity. If you include any depiction (of any kind) of any actual person in or with your Submission, you must have their written permission to include their image in or with the Submission. If your Submission depicts a person or persons under the age of 18, you are the minor(s)' parent or legal guardian or have written consent of the parent or legal guardian. You further represent and warrant that anyone who was engaged by you in connection with the Submission (i) Has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use, exhibition or other exploitation of the Submission; (ii) Has no approval or consultation rights or any rights of participation with respect to any use, exhibition or other exploitation of the Submission; and (iii) Was not engaged by you or anyone associated with the Submission under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission.

By entering and/or sending any Submission, you agree that: (i) All copies of Submissions become Sponsor's property and will not be returned. You acknowledge that this Submission is sent voluntarily and is not received or held "in confidence" and your Submission does not create a confidential relationship or obligation of secrecy between you and the Contest or Sponsor, any of its affiliates or any of its licensees, successors or assigns. You may not resell, assign or transfer any of your rights under these Contest Rules & Regulations. (ii) Sponsor and its licensees, successors and assigns have the right to use any and all Submissions, and the names, likenesses, voices, and images appearing in the Submission, for future promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, and (iii) You are at such time granting Sponsor, its affiliates and its licensees, successors and assigns a worldwide, royalty-free, perpetual, unrestricted, irrevocable and fully sub-licensable right and license to consider, disclose, broadcast, use, re-use, reproduce, repurpose, modify, digitize or enhance, adapt, change, alter, edit, publish, translate, create derivative works from, distribute, re-distribute, publicly perform, publicly display, and/or otherwise exploit your Submission (in whole or in part), and the images or likenesses that appear in your Submission (in whole or in part) and/or incorporate all or part of your Submission in other works, all in any form, format, media or technology now known or later developed or invented anywhere in the world at any time, as well as in connection with any distribution or syndication arrangement with third parties or third party sites, in any media format or medium and through any media channels and for any purpose, including, without limitation, downloads, streams,



in audio visual recordings, television programs, productions, advertising, promotion and publicity, all without further notice to, consent from or payment to you. You waive any and all "moral rights" you may have in the Submission. You agree that you grant Sponsor these rights whether or not you are selected as a winner. YOU WILL NOT BE PAID FOR YOUR SUBMISSION or for granting Sponsor any of these rights.

Sponsor, its affiliates, and its licensees, successors and assigns are in no way obligated to use your Submission (and have no obligation to you or any other person or entity after your Submission is received). Sponsor may elect to post any, all, or none of your Submission on the Sponsor's Website or elsewhere as set forth in these rules. If Sponsor does elect to use your Submission or any part thereof, Sponsor may remove all or any part of it at any time for any or no reason, and Sponsor may use all or any part of it in any way that Sponsor elects, in its sole discretion. You agree to waive all claims to and shall not receive any royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for any use of your Submission, including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Submission as set forth in these Contest Rules and Regulations.

SELECTION OF THE WINNER: Beginning as early as the start of the Submission Period, each eligible Submission will be reviewed by a panel of retailer judges who will review Submissions on a rolling basis, as they are submitted (but no later than **5:00 pm September 27, 2010**). Any entry deemed by the Sponsor, in its sole discretion, to be in accordance with these Contest Rules and Regulations (including having been deemed appropriate and as meeting with Sponsor's standards) may be chosen by Sponsor in its sole discretion to be posted online.

During the Viewing Period (**September 7, 2010 thru September 24, 2010**), visitors to the Website will be able to preview all submissions (according to the voting rules and procedures established by Sponsor, which will also be posted on the Site).

The entrant whose Submission is chosen as the winner may be notified by email, mail or phone and must return any and all documents required by Sponsor within the indicated time period. At this time the entrants may be asked to complete and sign an Affidavit of Eligibility, Waiver of Liability and Publicity Release.

If any potential Contest Winner selected is disqualified or otherwise deemed ineligible, any prize will be forfeited, and Sponsor, in its sole discretion, reserves the right to have Sponsor or the retailer pane (in their sole discretion) select an alternate winner.

Entries will be judged by a retailer panel of judges designated by Sponsor ("Judge(s)"), in their sole discretion, based on their (i) creativity and (ii) originality. The decisions of the Judge(s) are final and are not subject to challenge or appeal. All entries must be received by **5:00 pm EDT on August 27, 2010**.

Sponsor has the right to modify any Submission, including editing, adding or subtracting elements at its sole discretion. If any entrant who is selected as a the Winner does not make himself/herself available as directed by Sponsor or is otherwise not eligible, Sponsor reserves the right to disqualify such entrant and remove any Contest Winner designation.



All details of the designation and use of a Submission (including, but not limited to, the manner and duration of posting or screening on the Site or on any other website or in any other venue) are at the sole discretion of the Sponsor. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use any Submission in any manner. In the event that insufficient qualified entries are received, Sponsor reserves the right, in its sole discretion, not to choose any Submissions. Upon request, finalists may be asked to provide Sponsor with signed appearance releases and location agreements.

PRIZE:

ADDITIONAL ITEMS THAT MAY BE REQUIRED BY SPONSOR:

One grand prize winner will be announced on September 28, 2010 in an e-mail to all NACS Show attendees, on NACS Social Media sites and in the NACS Daily News. Additionally, the winning video will be placed, free of charge, in the video section of the NACS Show mobile app and will have a one week showing on NACS Online and the NACS Show website, www.nacsshow.com, during the week of the NACS Show (October 4-11).

All decisions regarding and details related to the Exhibition are at Sponsor's sole and exclusive discretion and are subject to availability and event exigencies. The Exhibition has no cash value. There is no cash value to the selection or use by Sponsor in any manner or media whatsoever of any Submission of any entrant, Finalist and/or Contest Winner. No payment or compensation will be awarded for such exposure.

Any entrant selected as a winner must comply with all Terms and Conditions of these Contest Rules and Regulations, and winning is contingent upon fulfilling all requirements. Prizes are non-transferable, non-refundable and no substitutions will be permitted, except that Sponsor reserves the right to substitute prize(s) of comparable or greater value in the event of prize unavailability. Potential winners will be notified by phone and/or email. Sponsor will make attempts to contact the winner at the phone number or email address provided.

HOLD HARMLESS: Entry of Submission constitutes permission to the Sponsor and its designees to use each entrant's name, city, state, likeness, voice, biographical information and statements for purposes of promotion and publicity in any and all media, now or hereafter known, without additional compensation, notification or permission, unless prohibited by law. By participating, entrant (i) Is warranting and representing that they are the sole creator of their Submission and that no element thereof was taken from any published materials; (ii) Agrees to release and hold Sponsor and its parents, affiliates, subsidiaries, retailers and promotion agencies, any other entity involved in the development or administration of the Contest, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability of any kind (including, without limitation, personal injury, death, and/or property damage) arising out of participation in the Contest or misuse, nonuse or use of any prize; (iii) Waives all rights to claim direct, indirect, punitive, incidental and/or consequential damages, attorney's fees or any damages of any kind other than actual out-of-pocket costs incurred to enter; and (vi) Agrees that they have read and understood these Terms & Conditions, and accept these Contest Rules and Regulations together and agree to abide by their Terms and Conditions, as they may be amended from time to time, and all other applicable rules and regulations and the decisions of the Sponsor and Judge(s), which are final and binding on all matters relating to the Contest.



Released Parties are not responsible for incomplete, lost, late, stolen, damaged, illegible, misdirected, garbled, inaccurate, delayed or undelivered entries; for any computer, network, technical, mechanical, printing, typographical, human or other errors or problems of any kind relating to or in connection with the Contest, including, without limitation, errors or problems of any kind that may occur in connection with the administration of the Contest, the processing of entries, the announcement, delivery or use of any prize or in any Contest-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. CAUTION: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest 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 entrant to the fullest extent permitted by law, including criminal prosecution.

Sponsor reserves the right to postpone, cancel, or modify the Contest (or any element thereof, including, without limitation, these rules) in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these rules) without notice, in its sole discretion. If the contest is canceled for any reason or if for any reason this Contest is not capable of being run or implemented as planned, including, but not limited to, as the result of infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, or any other cause of any kind, which, in Sponsor's sole judgment, is likely to or actually corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend all or any part of the Contest, or to disqualify any implicated entrant(s) (and their entries), and the prize(s) (or any portion thereof) may not be awarded. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to conduct judging and to award prize(s) for the applicable Contest Period from among all eligible entries received for that Contest Period up to the time of the event or action warranting such cancellation, termination, modification or suspension, as applicable.

In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

NO WARRANTIES: Sponsor makes no warranties covering any of the prizes furnished as part of this Contest.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of Delaware. Sponsor's decisions as to all matters related to the administration of the Contest, including (without limitation) the selection of Submissions, Finalists, and/or Contest Winners, are final. If any controversy or claim arising out of or relating to the Contest, the Rules and/or Terms & Conditions, or the breach of any term hereof, cannot be otherwise resolved, it shall be resolved by binding arbitration conducted in the State of Delaware.



PRIVACY: Winner's company name and contact information will be shared by Sponsor in order to contact winners for the purpose of fulfillment of prizes.

LIMITATION OF LIABILITY: Entrants and winners agree that the Released Parties shall not be liable for injury, loss or damage of any kind resulting from participating in this Contest including, without limitation, from the acceptance or use of any prize awarded, including any future use of any winning entry, or from Sponsor's future use of any Submission.

WINNER'S NAME(S): For names of the winner, visit nacshow.com on September 28, 2010.