Ultimate Mountaineer Fan Promotion

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Ultimate Mountaineer Fan Promotion (the “Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry, with active Twitter® and Instagram® accounts and who did not purchase any equipment for the purpose of entering this Promotion. Employees of West Virginia University, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Persons considered to be recruitable student-athletes are not eligible to win prizes due to NCAA regulations. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. The Promotion contains the Ultimate Mountaineer Fan Contest ("Contest").

2. Sponsor/Administrator: West Virginia University, Morgantown, WV 26506 is the Promotion Sponsor and Promotion Administrator.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: Phase I of the Promotion begins on August 10, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on August 20, 2015 at 5:00 p.m. ET. Phase II of the Promotion begins on August 26, 2015 and ends on September 3, 2015 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter: During Phase I of the Promotion Period, entrants can participate in the Contest by using #collegecolors, #HailWV, as directed on www.ultimatemountaineerfan.com starting August 10 at 12:00 a.m. Eastern Time ("ET")
and ending on August 20 at 11:59 p.m. ET. The Official Rules for the Contest can be found at www.ultimatemountaineerfan.com. To enter the Contest, entrants must: Post a “West Virginia University spirit” themed photo or video using #collegecolors AND #HailWV on an unlocked, Twitter or Instagram profile (the “Submission Post”). To be eligible for this Contest, a Submission Post must meet the below entry requirements (collectively, the “Content Requirements”):

- It must be original and created by the entrant solely for this Contest;
- It must be created and submitted by an individual(s) who is 18 years of age;
- It must not be created or submitted by any individual or entity under a contractual, employment or other obligation to any other individual or entity to provide the types of materials solicited hereunder;
- It must not contain any material owned by a third party;
- It must not contain any music whatsoever;
- It must not exceed ninety (90) seconds in length;
- It must be submitted in one these acceptable file formats: .MPG, .jpg, .png, .eps, .MPG4, .MOV, .WMV, .AVI, 3GP, FLV, MP4, or MP4V;
- It must not exceed 100 MB in file size;
- It must be in clear focus, and adequate viewing quality for rebroadcast and transmission;
- It cannot be defamatory or discriminate, as determined in the sole discretion of the Sponsor;
- It cannot directly promote or speak negatively about any particular faith, political action, legislation or party or encourage the violation of any law, as determined in the sole discretion of the Sponsor;
• It cannot be sexually explicit, pornographic, violent (e.g., relating to murder, weapons, cruelty, abuse, etc.), or depict tobacco or alcoholic products, as determined in the sole discretion of the Sponsor;

• It cannot depict or encourage illegal behavior (e.g., underage drinking, substance abuse, computer hacking, etc.), as determined in the sole discretion of the Sponsor;

• It cannot be offensive, threatening, profane, harassing, or otherwise objectionable, as determined by the Sponsor in its sole discretion;

• It cannot include website links, phone numbers, license plates or personally identifiable information for any individual or entity or otherwise violate the privacy rights of any individual or entity;

• It cannot include images or references to commercial products, third party trademarks, trade dress, logos or signage, or otherwise violate any law or infringe any third party's rights, including without limitation, those concerning copyrights and trademarks;

• It must comply with these Official Rules.

All Submission Posts that fail to meet the Content Requirements will be automatically disqualified and not eligible for prizing of any kind.

All entries become the property of Sponsor and will not be acknowledged or returned.

(The Official Rules for the Ultimate Mountaineer Fan Contest can be found at www.ultimatemountaineerfan.com.)

Limits: Each entrant may enter one (1) time per day on www.ultimatemountaineerfan.com. Additional entries are limited to one (1) time per day via each social medial channel. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to submit multiple entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s submissions and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in
disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of any dispute as to any registrations or submission, the authorized account holder of the email address used to register will be deemed the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR/ADMINISTRATOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY SUBMISSION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.

7. Winner Determination:

   a. Sweepstakes: Finalists: At the conclusion of Phase I of the Promotion Period, all eligible entries received will be judged by West Virginia University staff (“Judges”). Entries will be judged based on 1) creativity (33%), 2) popularity (33%), and 3) West Virginia University spirit (34%) and entries will be ranked based upon the highest overall scores. In the event of a tie, an additional “tie-breaking” judge will be selected to determine the ranking based upon the judging criterial set forth above. The top four (4) highest scoring entrants (the “Finalists”) will be selected to move forward to participate in Phase II of the Contest. The decisions of Sponsor and all Judges in all matters regarding this Contest are final. The Finalists will be notified by private message on the social platform
of which they entered on or around August 21, 2015. To enter Phase II of the Contest, Finalists will send one (1) “West Virginia University spirit” themed photo to nikki.goodenow@mail.wvu.edu by August 23, 2015 at 5 p.m. ET. All photos must meet the applicable Content Requirements set forth in these Official Rules. During Phase II of the Contest, Finalists’ photos will be posted to a microsite. The URL to the microsite can be found on www.ultimatemountaineerfan.com and will be shared on West Virginia University social media channels. Finalists will be voted on via the microsite and voting is open to anyone with internet access. Votes will be tallied by the microsite.

b. Contest: GRAND PRIZE WINNER: The Grand Prize Winner will be selected based on the highest number of votes received through the microsite.

8. Winner Requirements: The winner of the Contest will be announced on September 4, 2015 by 5 p.m. ET via West Virginia University social media channels, as well as be notified by email or a phone call. Receiving a prize is contingent upon compliance with these Official Rules, including the requirements set forth in this provision. In the event of failure to comply, an alternate Winner may be selected. The winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. If a potential Grand Prize Winner is disqualified for any reason, an alternate person will be selected by Administrator based upon the judging criteria set forth above. After signing and returning the Declaration of Compliance, Liability and Publicity Release, the Grand Prize Winner must provide the Sponsor with the requested flight information within 3 business days in order to move forward, including without limitation, full name, gender, and date of birth date of the Grand Prize Winner. The Grand Prize Winner must provide Sponsor with gameday photos,
videos, posts or other requested content from the stay in Oklahoma City no later than October 6, 2015. Such content may be used for promotional, advertising and media related purposes and must meet the applicable Content Requirements as set forth in these Official Rules.

Acceptance of any prize shall constitute and signify the winner's consent that Sponsor/Administrator and its designees may use the winner's name, city, state, likeness, photo and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Prizes will be fulfilled approximately eight weeks after end of Contest.

9. Prizes:

Prizes are sponsored by The Collegiate Licensing Company:

a. ONE (1) GRAND PRIZE: Round-trip coach class air transportation for two to Oklahoma City, OK on October 2, 2015 and returning on October 4, 2015, departing from an airport in a major city. Two tickets to the West Virginia University vs. Oklahoma University football game on October 3, 2015. Two night stay for two in Norman, OK. A rental car for the time period between arriving and departing flights. $500 American Express gift card. Approximate Retail Value ("ARV"): $4,000. Winner will also receive a tour of the Top of the World facility and the opportunity to design a WVU branded hat. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. The actual value may vary depending on the points of departure and air fare fluctuation. If the actual value turns out to be less than the stated ARV, the difference will not be awarded in cash. Winner must travel on dates specified by Sponsor, or may forfeit prize. Selected airline and hotel are at the sole discretion of Sponsor. All travel arrangements must be coordinated by Sponsor and travel must be booked at least 10 days in advance. Certain restrictions and blackout dates apply and exact travel dates and arrangement subject to availability. Winner is responsible for all other expenses not expressly provided for above.

No cash equivalent and prize is non-transferable and no substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to
substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: $4,000.

10. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor/Administrator, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent and affiliate companies and each such company’s and/or university’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. You further acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter and hereby release Instagram and Twitter from and against any claims or cause of action arising out of or related to the administration of or participation in the Promotion or receipt or misuse of any prize.

11. General Conditions: Sponsor/Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor/Administrator may, in its sole discretion, determine the Contest winner from among all non-suspect, eligible Votes received up to time of such action and Sponsor/Administrator reserves the right to award the Contest at random from among the eligible entries received up to the time of the impairment. Sponsor/Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the voting process or the operation of the Promotion or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Votes. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor/Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor/Administrator’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: 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 any prize. If for any reason an entrant's entry or Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is Vote or Submission, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court in the State of West Virginia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 West Virginia without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of West Virginia.

14. Entrant's Personal Information: Information collected from entrant may be used by Administrator to share information with entrant about future contests and other marketing initiatives involving West Virginia University.
15. **Winner List:** For a winner list, at the end of Phase II of the Promotion Period please send a self-addressed stamped envelope to "WVU Trademark and Licensing 48 Donley Street- 3rd Floor Morgantown, WV 26505."