

# MY American Jobs “All American Company” contest OFFICIAL RULES

## 1. CONTEST ENTRY PERIOD:

The Contest entry period begins 12:00:01 p.m. (ET) on Friday, May 22, 2009 and closes at 5:00 p.m. (ET) on Friday, July 31, 2009, (the “Entry Closing Date”).

## 2. HOW TO ENTER: NO PURCHASE NECESSARY.

The My American Jobs “My Company” Contest is open to all legal US residents. What’s a Company? Any firm exemplifying high quality and consumer satisfaction as well as the criteria of eligibility for My American Jobs, Inc certification of domestic product sourcing and employment. The Company is selected by the Entrant.

Entries limited to one per Entrant per day. An Entrant can be any person who, on his or her own, or on behalf of a group or people, desires to represent a Company and enters the Contest for the chance for the Company to win a My American Jobs, Inc. certification which includes all benefits expressed in the My American Jobs certification for the term ending December 31, 2001. More than one Entrant can enter the Contest on behalf of the same Company. If this happens, the first submitted entry will be the entry entered to win the Entrants prize.

This Contest is sponsored by My American Jobs, Inc. (collectively the “Sponsors”).

ON-LINE: Log on to [www.myamericanjobs.com](http://www.myamericanjobs.com) during the entry period and follow the on-screen instructions to enter.

You must submit the company name and product that you feel exemplifies an American-made product along with your email address to be entered to win the Entrants prize:

Once complete click “Submit” and you will be entered into the Contest.

Entries by the Entrant, that do not meet the My American Jobs, Inc Standards for certification as listed at [www.myamericanjobs.com/standards](http://www.myamericanjobs.com/standards), are illegal, defamatory, obscene, or entries that discriminate based on grounds set out in Human Rights codes or other applicable legislation will not be eligible. Sponsors reserve the right, in their sole and absolute discretion, to disqualify any entry that they believe, in their sole discretion, is offensive, illegal, potentially or actually dangerous or harmful or containing any element of physical risk, defamatory, obscene or otherwise not in keeping with the spirit of the Contest.

The Sponsors reserve the right, in their sole discretion, to reject any entry of any Company that the Sponsors deem not to be in keeping with the policies, goals and/or guiding principles of the Contest, or that the Sponsors learn has been previously published, entered into any other competition, or won any other prize/award.

Sponsors further reserve the right, in their sole discretion, to edit any entry to blur out any trade-marks or to remove any copyrighted content. Entries cannot be a parody or derogatory.

The Sponsors and their agents can use, exploit, and distribute in any media whatsoever, including without limitation the Internet and on television, now known or hereafter created, worldwide in perpetuity, each individual’s names, likenesses, images, voices, and comments without any further consent or compensation. Any entry that involves a third party that does not choose to be part of the submission will be disqualified. Entrants may be required to provide Sponsors with proof of consent from third parties in a form acceptable to the Sponsors.

Sponsors assume no responsibility for any claims against infringement of the right of privacy with respect to any entry submitted. By entering this Contest each Entrant (i) represents that his/her submission does not infringe on any third party’s copyright materials, trade-mark or other intellectual property rights, and (ii) agrees to release, discharge and hold harmless the Sponsors, their respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to submission of the entry and participation in this Contest.

### **3. ELIGIBILITY:**

Entrants must be US residents, over the age of 18 as of the Entry Closing Date.

Employees of My American Jobs, Inc. and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, "Promotion Parties"), and the household members and/or the immediate family of any of the above are not eligible to enter.

### **4. PRIZING:**

Consumer Chosen Company Prize

There will be five (5) prizes available to be won, two (2) to be awarded to large companies (501+ employees, as determined by the National Association of Manufacturers(NAM)) and three (3) to be awarded to small companies (1-500 employees as determined by the NAM) each consisting of certification valid until December 31, 2010 to be used by the prize winning company under the terms dictated by My American Jobs Standards.

NOTE: Permission from the chosen Company must be given and compliance per the application guidelines of My American Jobs, Inc must be demonstrated to be eligible for the certification. In the event that such permission cannot be obtained, that Company will be disqualified from the Contest.

The Sponsors have full and sole authority to determine if the Company entered in the Contest is eligible to participate, and if the appropriate authorizations can be obtained.

Entrant Prize

There will be five (5) Grand prizes and twenty (20) Runner-Up prizes to be won. Grand prizes are awarded to the Entrant which was first to enter an eligible Company that received a top 5 position after voting is ended. Runner-Up prizes are awarded to the remaining twenty (20) Finalists.

The Sponsors have full and sole authority to determine if the Entrant entered in the Contest is eligible to participate, and if the appropriate authorizations can be obtained.

### **5. BROADCAST:**

My American Jobs, Inc will celebrate your win with a press release and internet bulletin on My American Jobs website and Facebook Page, as well as any other forms of media that present themselves during the course of the Contest that choose to broadcast results of the Contest. As part of the Entrant's contribution to the Contest, the Sponsors may request Entrants to participate, free of charge, in any activity relating to the Contest including without limitation recordings and participation in interviews, appearances, promotional, and publicity activities.

### **6. JUDGING CRITERIA:**

There will be one (1) round of judging and one (1) round of voting.

For the judging round, eligible entries will be judged by representatives of the Sponsors. Judging will be based solely on the criteria of certification eligibility, Company permission/willingness to participate, and volume of entries for each Company.

All criteria will be weighted equally.

The top 25 Companies will advance to the second round.

The 25 Companies with the highest scores will be selected as finalists. In the event of a tie, the entry with the highest number of different individual participants will be deemed to be a finalist. The selected finalists will be notified by phone no later than Friday, August 7, 2009.

On August 10, 2009, the Top 25 Companies will be announced and placed online.

The Voting stage starts August 10, 2009 and continues up to Friday September 5, 2009. Voters may vote as often as they like. However, use of mechanical or automated programs to submit votes or doing so by any means contrary to these Official Rules which would be unfair to other Entrants may result in the disqualification of those votes, in the sole discretion of the Sponsors. Each day voting will begin at 12:00 noon (ET) and end at 12:00 noon (ET) the following day. The Company that receives the most votes will be a potential winner.

Before receiving the prize, each potential winner will be required to sign a standard declaration and release form confirming compliance with the Contest Official Rules and acceptance of the prize as awarded plus any other necessary documentation.

## **7. ODDS:**

The chances of winning a prize is directly related to the number of eligible Entrants, the application of Judging Criteria, and the number of votes received.

## **8. DECLARATION AND RELEASE:**

Each potential winner will be required to execute and return a Declaration and Release within three (3) days of attempted delivery or prize will be forfeited and may be awarded to an alternate Entrant.

The return of any prize/prize notification as undeliverable or noncompliance with the terms of these Official Rules may result in disqualification and at Sponsors' discretion, selection of an alternate Entrant.

An alternate Entrant will be selected by selection of the next highest votes of the remaining 20 finalists.

## **9. LIMITATION OF LIABILITY:**

By entering Contest, Entrant, accepts and agrees to these Official Rules and the decisions of Sponsors, which shall be final in all matters. By accepting prize, winner agrees to hold Sponsors, their affiliates, directors, officers, employees and assigns harmless against any and all claims and liability arising out of use or redemption of prize or participation in the Contest. Sponsors are not responsible for lost or late entries or Declaration and Releases, or for any typographical, or other error in the printing of the offer, administration of the Contest, or announcement of the prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the entries in this Contest, or any other cause beyond the reasonable control of Sponsors that interferes with the proper conduct of the Contest as contemplated by these Official Rules. If, in the Sponsors' opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Contest, the Sponsors reserve the right to modify, cancel, or suspend this Contest without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Sponsors reserves the right to disqualify a person if he/she enters the Contest or tries to do so by any means contrary to these rules or which would be unfair to other Entrants or where entries or votes are generated by any mechanical or automated means. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of a potentially winning online Entrant, entries made by internet will be declared made by the name on the online entry form.

Currency is in US dollars. Each prize must be accepted "as is" and may not be exchanged, bartered, sold, raffled, substituted, or transferred. The prize will be delivered only to the confirmed winners.

Refusal to accept a prize releases the Sponsors, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the winner and the Company of such prize. In no event shall Sponsors be held to award more prizes than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules.

Sponsors shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this event.

The Sponsors can amend the Contest Rules or terminate the Contest at any time without any liability to any Entrant. The Sponsors can replace at their discretion any finalist who for any reason fails or is disqualified from or unable to participate in any aspect of the Contest, as determined by the Sponsors in its discretion, with another Entrant, notwithstanding that such replacement finalist may have been previously eliminated from the Contest.

It is a condition of entry and participation in the Contest that Entrants and Finalists make themselves available to participate in the Contest, agree, sign and abide by all applicable Standards, Release Forms and these Contest Rules as devised from time to time by the Sponsors. Entrants agree to complete and sign all documents necessary to assign any and all prizes to the appropriate Entrant and Company.

The Sponsors will have no liability to an Entrant who is unable to attend or take part in any part of the Contest for whatever reason, as determined by the Sponsors in its discretion.

The Sponsors' decisions are final and Entrants acknowledge that the interests of the Contest shall override those of any Entrant and Finalist.

Any on-line submission or other materials used in this Contest that have been tampered with, altered, reproduced, not legitimately obtained, or which contain or reflect any error will be void. In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of the Sponsors will be final. Taxes and fees, if any, are the responsibility of Prize winner and winning Company.

## **10. CONDITIONS OF ENTRY:**

Acceptance of a prize constitutes permission for the Sponsors, and their agencies to use winners' names, cities and states of residence and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification, or permission, unless prohibited by law.

All information requested by and supplied by each Entrant must be truthful, accurate, and in no way misleading. Sponsors reserves the right to disqualify any Entrant from the Contest in their discretion, should the Entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Entrant be ineligible for the Contest pursuant to these rules.

## **11. PRIVACY:**

Contest is subject to all applicable federal, state and municipal laws and regulations. Personal information collected from Entrants will be used by Sponsors for the purpose of administering this Contest and, if consent is given at the time of entry, to provide the Entrants with marketing information relating to new and existing products and upcoming promotions of My American Jobs, Inc by mail or email. Entrants are able to opt in with respect to receiving such marketing information online. Sponsors will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, Entrants consent to the manner of collection, use and disclosure of personal. Any inquiry concerning the individual information held by the Sponsors should be addressed to My American Jobs, Inc, 20118 N 67<sup>th</sup> Ave, Suite 300-120, Glendale, AZ, 85308.

## **12. OFFICIAL RULES:**

These rules are also available on the [www.myamericanjobs.com](http://www.myamericanjobs.com) websites.