### **Official Rules**

# January 2015 Gorilla Office Supplies (Gorilla OS)

## OFFICIAL CONTEST RULES Keurig Contest

Last Updated on 1/17/15 at 1:00pm EST

### NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THESE AWARDS.

A purchase will not improve chances of winning.

CONSUMER DISCLOSURE: You have not yet won.

PARTICIPANTS MUST BE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY.

By entering this Promotion (contest/drawing), you accept and agree to be bound by these Official Rules. Any violation of these rules, at Sponsor's discretion, may result in disqualification.

#### 1. TO ENTER:

Leave a comment at https://www.facebook.com/gorillaofficesupplies sharing what your favorite flavor of coffee is.

The last day to enter is 1/31/15 at 11:59pm EST.

- **2. ELIGIBILITY**: The Drawing is open to legal residents of the United States. The following persons are not eligible to enter the Drawing:
  - Employees and officers of any organizations directly involved with this promotion, including any co-sponsor of the Drawing (a).
  - Employees of Gorilla OS, its affiliates and subsidiaries (b).
  - Immediate family members and persons living in the same household as the persons identified in (a) and (b) above.

Gorilla OS reserves the right, at its sole discretion, to disqualify any entry if it concludes

that the entrant has tampered with the entry process or the operation of the Drawing or has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations.

- **3. LIMIT**: One entry per person. Duplicate entries will not be counted.
- **4. PRIZE AWARD**: The winner will be awarded with one Keurig single cup brewing system, model to be determined by Gorilla OS.
- **5. OWNERSHIP AND LICENSE**. All entries become property of GORILLA OS. GORILLA OS is free to use entries as they please such as in marketing materials. GORILLA OS is also free to use entrants' names as they choose. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

GORILLA OS reserves the right to edit contest entries any which way they choose for use in marketing materials, ie. grammar and shortening entries to fit on an image for social media use.

#### 7. CHOOSING A WINNER:

GORILLA OS will randomly select a winner. Odds of winning depend of number of entries.

#### 8. WINNER NOTIFICATION:

In order to qualify to win, entrants must be able to receive Facebook messages from people who they are not friends with. Gorilla OS will contact the winner via a Facebook message. The Facebook message will be sent from the account of a Gorilla associate. Gorilla will also announce the winner on their Facebook page. The winner can then send Gorilla's Facebook page a private message to confirm their winnings.

If the winner does not respond within 5 business days, Gorilla OS reserves the right to select a new winner. The winner that was originally chosen then forfeits their winnings. It is possible for Facebook messages to not go through (sometimes they are sent to the other folder on Facebook). Gorilla is not responsible for notifications that do not go through.

It is highly advisable that contest participants check in with the Gorilla Facebook often following the days the contest concludes, to see if they won.

After the winner responds, arrangements will be made to get the prize to the winner. Gorilla OS is not responsible for prizes getting lost in the mail, misplaced, or damaged.

In addition, failure to comply with any rule, regulation or limitation will result in the forfeiture of the prize, in whole or in part.

- **9. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by at the sole discretion of the Sponsor.
- **10. GENERAL CONDITIONS:** The Drawing will be governed, construed and interpreted under the laws of the United States. By entering this Drawing, participants agree to be bound by these Official Rules and the decisions of GORILLA OS on all matters relating to the Drawing. When entered into the drawing, all entrants consent to the use or reproduction, in any format or media, of their names, addresses, likeness, and any statements they make in connection with the Drawing or about GORILLA OS without additional compensation, except where prohibited by law.

#### 11. LIMITATIONS OF LIABILITY:

By entering the contest/drawing:

- Each participant agrees to release GORILLA OS and its respective affiliates or social media channels that GORILLA OS uses to promote awareness of this award including, but not limited to Facebook, LinkedIn, etc. any and all channels where this award may be promoted with or without the knowledge of GORILLA OS Products, parents and subsidiaries, and their respective employees, agents, and representatives (collectively, "Entities") from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to person or property that may be sustained in connection with the receipt, ownership, or use of a prize or with participation in this Drawing.
- Each participant acknowledges that this promotion is in no way administered, sponsored or endorsed by, or associated with, any social media channel including, but not limited to, Facebook or LinkedIn and that information is being provided directly to GORILLA OS and not any social media channel including, but not limited to, Facebook or LinkedIn.
- By entering this contest/drawing, entrants agree that no claim relating to such injuries, damages, or losses shall be asserted against any of the Entities.
- Entrants agree that none of the Entities shall be liable for any injury or damage to any person's computer hardware, software, or peripherals utilized in participating in the contest/drawing.
- None of the Entities are responsible for technical, hardware, software, or other communication failures of any kind, whether caused by any of the Entities, users, or by any equipment, programming, or other cause, whether or not such failures

- limit an entrant's ability to participate in the contest/drawing.
- If for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Drawing), the Drawing is not capable of being conducted as described in these Official Rules, GORILLA OS shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Drawing.

12. DISCLAIMERS: Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry/voting process, the operation of the Drawing, the operation of the web site or who has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations, is acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter/vote is prohibited and may result in disqualification at the sole discretion of Sponsor. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. In the event this Promotion is cancelled or terminated, pursuant to subparagraph or Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. CAUTION: ANY ATTEMPT BY AN ENTRANT, NOMINATOR OR NOMINEE TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, GORILLA OS AND ITS AGENTS RESERVE THE RIGHT TO PROSECUTE SUCH PERSON AND/SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or

appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

The contest/drawing and all accompanying materials are Copyright © 2015 GORILLA OS. These terms and conditions can be changed or altered at any time without any notice.