

# OUT OF BOUNDS JAPAN

## OFFICIAL CONTEST RULES

### OUT OF BOUNDS - JAPAN

\*These Official Contest Rules may be amended by the Contest Organizers at any time without notice to the Entrants\*

#### NO PURCHASE NECESSARY

This Out of Bounds - Japan contest (the “Contest”) is organized by GlobalWide Media Limited and Global Wide Media Inc. (“GWM”, or “**Contest Organizers**”). The Contest starts at 12:00:01 a.m. Pacific Standard Time (“PST”) on January 15, 2017 and ends at 11:59:59 p.m. PST on December 31, 2017 (the “**Contest Period**”).

#### 1. Eligibility

This Contest is open to all Publishers of Contest Organizers who have reached the age of majority in their province, state or territory or country of residence, as applicable, as of the date of entry into the Contest. “Publisher” means an individual who applied and got accepted into the Contest Organizers’ affiliate program and has an active account with CAKE and/or Hitpath. Employees, agents and representatives of the Contest Organizers, their advertising and promotional agencies, or competitors of Contest Organizers (as determined solely by Contest Organizers) or their immediate family (regardless of where they live) are not eligible to enter this Contest. In these Official Contest Rules, “immediate family” includes mother, father, brother, sister, son, daughter, partner or spouse.

#### 2. To Enter

Visit [www.outofboundscontest.com](http://www.outofboundscontest.com) and click on the “Sign Up” button, which will redirect you to your account in CAKE or Hitpath (depending on which tracking platform you have an account with) in order to confirm your entry. In the event you have an account with both CAKE and Hitpath, you must select only one tracking platform for your participation. Entries in both CAKE and Hitpath will be voided at the sole discretion of Contest Organizers. Upon registration, a random alias will be assigned to each entrant in order to allow entrants to check their standing in the Contest anonymously. Limit of one entry per Publisher across all tracking platforms. By entering the Contest, you agree to be bound by these Official Contest Rules.

#### 3. Grand Prize

\* number of Grand Prizes subject to change at Contest Sponsors’ sole discretion

There are 15\* (fifteen) Grand Prizes available to be won (each a “Grand Prize”); they are:

- (i) 8 (eight) Grand Prizes will be awarded to the eight (8) **top revenue** performing Publishers who have entered the Contest and whose entry has not been disqualified for any reason and who generated the highest revenue after adjustments and chargebacks during the Contest Period;
- (ii) 5 (five) Grand Prizes will be awarded to the **top incremental** increase Publishers who have entered the Contest and whose entry has not been disqualified for any reason. Incremental increase shall be calculated by comparing the following periods: January 30, 2016 – January 14, 2017 with the Contest Period;
- (iii) 1 (one) Grand Prize will be awarded to the top revenue publisher promoting any **mobile Offer** who has entered the Contest and whose entry has not been disqualified for any reason and who generated the highest revenue after adjustments and chargebacks during the Contest Period;
- (iv) 1 (one) Grand Prizes will be awarded to the top revenue publisher promoting Offers of the Contest Organizers’ choice (as announced by the Contest Organizers from time to time) who has entered the Contest and whose entry has not been disqualified for any reason and who generated the highest revenue after adjustments and chargebacks during the Contest Period.

Entrants may not win more than one Grand Prize.

Each Grand Prize will consist of trip for one (1) person to Kyoto and Tokyo, Japan during spring of 2018 (dates to be conformed closer to the date of the event) (the “Event”). The Event includes:

- (i) round trip economy class air transportation from an international airport closest to the winner’s residence. All travel must begin and end with the same international airport. Airline selected at the sole discretion of the Contest Organizers. Stopovers, open jaws, circle trips, frequent traveler mileages or otherwise any changes to the trip are not permitted. Once winner is ticketed, an airline change fee must be paid by the winner to change flights or dates of travel. Additional costs including, but not limited to, seat assignments, baggage fees, etc. are determined by selected airline and will be the responsibility of the winner. Contest winners who miss their flights will be required to pay for any additional flight charges to attend the Event;
- (ii) round trip transportation from Tokyo airport to hotel;
- (iii) hotel accommodations for five (5) consecutive nights at hotel(s) of Contest Organizers’ choice (room and tax only);
- (iv) admission to all activities scheduled by Contest Organizers;
- (v) three meals per day.

All other expenses that not expressly listed above are the winner’s responsibility, including local and ground transportation, telephone/Internet, meals, room-service charges, parking fees, and gratuities. Any penalties associated with changes made to any reservation following confirmation of booking will be the responsibility of winner. Contest winners are responsible for all visa requirements and travel insurance. For those needing a visa to enter into Japan, it is recommended to begin this process early to receive documentation in time.

Associated value is available upon request.

**Contest Organizers reserve the right to change the number of Grand Prizes provided that the minimum number of Grand Prizes shall be at least eighteen (18). The Contest Organizers further reserve the right to change the dates of the Contest and the location of the Contest.**

#### 4. Winners

Winners will be selected by Contest Organizers on or about January 5, 2018 from all eligible entries received during the Contest Period. Odds of being selected depend upon the total number of eligible entries received during the Contest Period as well as the performance of the entrants.

The selected winners will be contacted within five (5) business days of selection via email or telephone as shown in the Publisher's portal in CAKE or Hitpath, as applicable. If the selected winner cannot be contacted within five (5) business days or notifies the Contest Organizers that he or she does not accept the Grand Prize, he or she will be disqualified and a new winner will be selected and the process noted above will be repeated until a selected entrant is contacted or there are no more eligible entries, whichever comes first. Each selected winner must confirm their acceptance of the Grand Prize, attendance, travel and visa confirmation (the "Acceptance") by 11:59:59 PST on January 23, 2018. If a selected winner fails to confirm Acceptance as required herein, a new winner will be selected.

Each selected winner will be required to sign and return, within ten (10) business days of receipt, a Release Form and a Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement confirming compliance with these Official Contest Rules, acceptance of the Grand Prize as awarded without substitution, and releasing the Contest Organizers, their affiliated and related companies, advertising and promotional agencies and their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns from any liability in connection with the Grand Prize or this Contest.

The Grand Prize must be accepted as awarded, is non-refundable and non-transferable. No cash alternative to prize is offered and no substitutions are allowed.

**Contest Organizers reserve the right to withhold the Grand Prize from any recipient at any time without notice.**

#### 5. Terms

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the authorized account holder. A valid entry qualifies for one Grand Prize. In the event it is discovered that an entrant attempted to enter more than once, all entries may be void.

The Contest Organizers will not be responsible for late, delayed, misdirected, lost, incomplete entries or entries not received due to electronic or technical reasons beyond Contest Organizers' reasonable control. Entries that are incomplete, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Official Contest Rules shall be disqualified.

By entering the Contest, entrants accept and agree to be bound by these Official Contest Rules and accept the decisions of the Contest Organizers as final and binding, without right of appeal, in all respects, including, without limitation, as to eligibility and/or disqualification of entries. It is solely each entrant's responsibility to ensure that his or her contact information in CAKE or Hitpath account is current.

By accepting the Grand Prize, the winner agrees to defend, hold harmless, and indemnify the Contest Organizers, and their directors, officers, employees, shareholders, affiliates, agents, Contest sponsors, advertisers, clients and advertising and promotional agencies, against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death or property damage which the entrants or his or her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or use by entrant of the Grand Prize awarded.

Acceptance of the Grand Prize shall constitute the winner's agreement that the Contest Organizers or their agent(s) may use and/or display the winner's name, address (city, state only), likeness, biographical information and/or prize information, without limitation, for promotional purposes, without further consideration, except where prohibited by law.

In addition to any other rights that the Contest Organizers have pursuant to these Official Contest Rules, the Contest Organizers further reserve the right to cancel, terminate, or modify the Contest for reasons related to action of inaction of third parties, including infection by computer virus, bugs, tampering, unauthorized intervention, force majeure (including but not limited to political unrest, governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, actions or inaction of third parties), voter fraud or technical failures of any sort.

Contest Organizers are not responsible for errors in the administration or fulfillment of this Contest, including without limitation, mechanical, human, printing, distribution or production errors, and may modify this Contest based upon such error at its sole discretion without liability and where circumstances make this unavoidable.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules shall be governed by the laws of the Province of British Columbia, Canada. Any legal proceedings arising out of this Contest or relating to these Official Contest Rules shall be instituted only in the courts located in Victoria, British Columbia, Canada.

Any personal information provided by entrant will be subject to the Contest Organizers' privacy policy located on the Contest Organizers' website.

These Official Contest Rules supersede any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written with respect to the subject matter hereof.

## 6. Taxes

All taxes on Grand Prize (if applicable) are the sole responsibility of the winner.

## 7. Winners List

For a copy of the official Winners List, entrants can send a self-addressed, business size, stamped envelope by March 30th, 2018 to: "Out of Bounds – Japan", Winner Confirmation Request, c/o 200, 1675 Douglas Street, Victoria B.C. V8W 2G5 Canada.

#### 8. Contest Organizers

GlobalWide Media Limited (a British Columbia company) and Global Wide Media Inc (a California corporation) are the official Contest Organizers, whose decisions will be considered final and binding on all matters related to this contest.

GlobalWide Media Limited, 200, 1675 Douglas Street, Victoria B.C. V8W 2G5 Canada;

Global Wide Media Inc, 2945 Townsgate Road - #350, Westlake Village, CA 91361

Void in Quebec, Puerto Rico and where prohibited and/or restricted by law.

Updated November 25, 2016