

## **DAILY BATTLE OFFICIAL RULES**

### **1. GENERAL**

The Daily Battle is sponsored by Vote 2 Wear LLC. The Daily Battle is governed by these official rules ("Official Rules"). By participating in the Daily Battle, each participant agrees to abide by these Official Rules.

### **2. ELIGIBILITY**

Only legal U.S. residents over the age of eighteen (18) are eligible to participate. Employees of Vote 2 Wear LLC (along with its contractors, affiliates and subsidiaries) and their families are not eligible to participate.

### **3. ENTRY**

NO PURCHASE NECESSARY to enter or win. Participants must register a valid account with Vote 2 Wear.com to submit their original designs and content. After registering for an account, participants can upload their original designs and content to be featured in the upcoming Daily Battle. There is no limit on the number of original designs that participants may upload.

### **4. FORMAT OF DAILY BATTLE**

Every Daily Battle will have two submitted designs featured against each other. Community members will vote for their favorite original design between the two submitted designs in the specific Daily Battle. Community members will be able to cast one vote in each Daily Battle featured that day. The number of Daily Battles featured changes daily depending on the number of designs submitted.

### **5. LENGTH OF DAILY BATTLE**

Daily Battles take place every day. A Daily Battle lasts for twenty-four (24) hours beginning at 12:00 am Eastern Standard Time and ending the following day at 12:00 am Eastern Standard Time. All submissions must be uploaded by 11:00 pm Eastern Standard Time before a Daily Battle is scheduled to begin. There must be at least two submissions for a Daily Battle to take place. If there are not

enough submissions or if there are an odd number of submissions uploaded, the submissions will be featured in the following Daily Battle scheduled for the next day.

## **6. VOTING**

Every community member can submit one vote per Daily Battle. Members can change their votes until that Daily Battle ends. Community Members must have a valid Vote 2 Wear account to cast their vote on a Daily Battle.

## **7. WINNER SELECTION**

Vote 2 Wear LLC community members will have 24 hours to vote on their favorite design featured in each Daily Battle. Community members should pick their favorite based on creativity, originality, and innovativeness. The design with the most votes at the end of the 24 hour voting period wins. In the event of a tie or 0 community votes, a Vote 2 Wear LLC 3 judge panel will evaluate the designs based on creativity, originality, and innovativeness and select a winner. All decisions are final.

## **8. PRIZES**

The winning design of a Daily Battle will be featured in our gallery for sale as a T-shirt. Winners will receive a \$2 commission from the sale of each t-shirt sold featuring their design up to a maximum value of \$4,998.00.

## **9. WINNER NOTIFICATION**

Winners will be notified within 5 days of the close of the Daily Battle by email to the e-mail address provided when registering for an account. The winning design or designs will be displayed in the gallery within 5 days.

## **10. USE OF CONTEST INFORMATION**

All original design and content submissions become the property of Vote to Wear LLC. Vote 2 Wear LLC reserves the right to use any and all information related to the Daily Battle for marketing, editorial, promotional and any other use it determines necessary.

## **11. CONDUCT**

All Daily Battle participants and voting community members are bound by these Official Rules. Vote 2 Wear may disqualify any participant or community member for tampering with the Daily Battle, the content, the operation of the website, the voting process or otherwise violating the Official Rules or the Terms of Use.

## **12. LIMITATION OF LIABILITY**

BY SUBMITTING CONTENT TO THE DAILY BATTLE, YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS VOTE 2 WEAR LLC, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITY, DAMAGES, AND LOSSES RESULTING FROM OR ARISING OUT OF YOUR PARTICIPATION IN THE DAILY BATTLE. VOTE 2 WEAR LLC DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE OR THE DAILY BATTLE. VOTE 2 WEAR LLC IS NOT RESPONSIBLE FOR ANY LATE, LOST OR MISDIRECTED SUBMISSIONS OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS THAT MAY OCCUR. IF FOR ANY REASON, THE DAILY BATTLE IS NOT CAPABLE OF PERFORMING OR RUNNING AS PLANNED, INCLUDING COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION OR TECHNICAL FAILURES OF ANY SORT, VOTE 2 WEAR LLC WILL NOT BE LIABLE FOR ANY DAMAGES. PARTICIPANTS AND COMMUNITY MEMBERS AGREE TO RELEASE VOTE 2 WEAR LLC FROM ANY LIABILITY RESULTING FROM, OR RELATED TO PARTICIPATION IN THE DAILY BATTLE.

## **13. OTHER LIMITATIONS**

Vote 2 Wear may cancel, terminate, modify or suspend the Daily Battle at any time in its absolute discretion. The rights and obligations of each participant is non-transferable. The prizes are non-transferable and there is no cash equivalent to the prize. Vote 2 Wear LLC reserves the right to screen all content submissions to ensure that it complies with Vote 2 Wear's Terms of Use and the Official Rules. Vote 2 Wear LLC may disqualify submissions that violate the Terms of Use or the Official Rules. Vote 2 Wear LLC does not guarantee the sale of any t-shirts. The contest is subject to all federal, state and local laws and is void where prohibited by law.