**AppyourGoal Weekly Contest**

**OFFICIAL RULES** January 18, 2016

Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest.

**APPLE IS NOT SPONSOR OF THIS CONTEST.**

Winning a prize is contingent upon fulfilling all requirements set forth herein.

**THE PRIZES ASSIGNED THROUGH THIS CONTEST ARE NOT APPLE PRODUCTS.**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ALL DETERMINATIONS MADE BY CONTEST SPONSOR **(NOT APPLE)** ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

BY PARTICIPATING, ENTRANT ACKNOWLEDGES THAT THEY ARE PARTICIPATING AT THEIR OWN RISK AND THAT SPONSOR **(NOT APPLE)** IS NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THIS CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL TRAFFIC, SAFETY, AND OTHER APPLICABLE LAWS.

**1.OVERVIEW**

The AppyourGoal Weekly Contest (the “Contest”) is a video submission skill contest presented and administered by AppyourGoal, Inc. (“AppyourGoal”) (the “Sponsor”), **and NOT BY APPLE WHICH IS NOT SPONSOR OF THIS CONTEST.**

The Contest will include one (1) Video Prize Winner every week.

Throughout the Contest Period (as defined below), video Submissions (defined below) will be accepted via upload just from the AppyourGoal’s application and, the most voted video of the week by the AppyourGoal’s users will win the weekly Contest and the weekly prize **(WHICH IS NOT AN APPLE PRODUCT)**.

1. **ELIGIBILITY:**

The Contest is open to AppyourGoal users worldwide who: (i) at the time of entry, are at least 18 years of age or older; and (ii) have not purchased anything for the purpose of entering the Contest (collectively, the “Eligibility Criteria”). For purposes of this Contest, “Entrant” means the person who actually submits the Submission (as defined below) on behalf of himself/herself individually or with respect to participation of a minor (as defined in his or her state of residence), such individual shall clear his or her participation in the Contest and his or her understanding of these Official Rules with her or her parent or legal guardian(s) who shall also be the Entrant for such individual hereunder. Employees of Sponsor, Sponsor’s parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Contest Period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Contest. **APPLE IS NOT SPONSOR OF THIS CONTEST.**

Participation in the Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules (“Official Rules”). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **TIMING:**

The Contest begins every week from Monday 12:00:01 a.m. (Paris Time – UTC +1) to Sunday at 11:59:59 p.m. (Paris Time – UTC +1) (the “Contest Period”). All Submissions must be entered into the Contest during the Contest Period. All Submissions must be received by Sponsor **(NOT APPLE)** as required herein prior to the expiration of the Contest Period. The Website’s (as defined below) database clock will be the official timekeeper of the Contest.

1. **HOW TO ENTER:**

Any Entrant must install AppyourGoal application on mobile and following the mandatory registration process any Entrant may use the AppyourGoal application’s options/tools to upload the videos of the goals they scored or by a YouTube link.

1. **ENTRY REQUIREMENTS:**

By entering a video (a “Submission”), the Entrant certifies, represents, and warrants that (i) the Submission is Entrant’s original video or audio visual content and does not infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate of any applicable law or regulation when used as contemplated in these Official Rules; (ii) has all rights and licenses necessary to grant to Sponsor **(NOT APPLE)** the rights granted to the Submissions and Appearances (defined below) and (iii) conforms to the following Submission Guidelines and Restrictions (collectively, the “Entry Requirements”):

Submission Guidelines

* Shot on a mobile or camera
* Videos must be of good quality (no poor visual and/or audio quality), no longer than 2 minutes and with no watermarks.
* Submission must be original.
* No duplicate Submissions may be submitted.

Submission Restrictions

* Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
* Submission does not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical material) without written permission;
* Submission must not disparage the Sponsor **(NOT APPLE)** or any other person or party affiliated with the Contest.
* Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
* Submission cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
* Submission cannot be violent or promote firearms/weapons.
* Submission cannot promote alcohol, illegal drugs or tobacco.
* Submission cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
* Submission cannot contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
* Submission must not contain unsportsmanlike conduct, extraordinarily dangerous acts, or reckless acts.
* Submission cannot depict illegal activity and cannot itself be in violation of any law.

Compliance with the foregoing requirements shall be determined by Sponsorin its sole discretion **(APPLE IS NOT SPONSOR OF THIS CONTEST)**. Sponsor **(NOT APPLE)** may, in its sole discretion, remove, discard and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant with these Official Rules.

These Official Rules govern Sponsor’s and its designee(s) use of Entrant’s name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information (“Appearances”) as included in the Submission, to the extent that Entrant recognizably appears in the Submission, Entrant grants to the Sponsor **(NOT APPLE)** and its designee(s) the right to use the Appearances within or in connection with the Submissions, in any and all media now known or hereafter created, including, but not limited to, the AppyourLife360 and AppyourGoal Network, as necessary to exercise the rights granted in these Official Rules without attribution, compensation, additional compensation, notification, permission, or consent. Once again we remind you that **APPLE IS NOT SPONSOR OF THIS CONTEST.**

The Sponsor **(NOT APPLE)** does not claim any ownership rights of Submission nor the Appearances including all intellectual property rights, rights of publicity or privacy and moral rights therein. Sponsor **(NOT APPLE)** owns all right, title and interest in and to any and all AppyourGoal Materials (defined below) (excluding the Submission and Appearances), including all intellectual property rights, rights of publicity or privacy and moral rights therein.

1. **SELECTION OF WINNERS:**

All eligible Submissions can be voted by the AppyourGoal application’s users (“AppyourGoal Users”) just through the AppyourGoal application. The only limit is that the same video CANNOT BE voted by the same AppyourGoal’s User twice.

Every Week the most voted video by the AppyourGoal users will win a prize that can be changed every week at sole discretion of AppyourGoal Team. **THE PRIZES ASSIGNED THROUGH THIS CONTEST ARE NOT APPLE PRODUCTS.**

1. **NOTIFICATION AND VERIFICATION:**

All Winners will be notified every week on Sunday by 11:59:01 PM (Paris Time – UTC +1) (“Notification Date”) on AppyourGoal’s website (i.e. www.appyourgoal.com) or AppyourGoal’s social media pages (Facebook, Twitter) or notified individually via email. Should there be any question as to originality of a winning Submission, of in the event that ownership of Submission cannot be satisfactorily determined by the Sponsor **(NOT APPLE)**, the Sponsor **(NOT APPLE)** reserves the right to revoke a prize **(NOT AN APPLE PRODUCT)** and disqualify the Submission. Without limiting any other terms of these Official Rules, if a potential Winner cannot be contacted, is ineligible or fails to claim a prize, the applicable prize **(NOT AN APPLE PRODUCT)** may be forfeited. In the event of a dispute regarding the identity of a prize Winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. “Authorized Account Holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. No automatically generated entries will be accepted.

1. **PRIZES:**

There is one (1) Video Prize per week.

Every week ONE (1) Video Prize Winner will be award a Prize that can change every week at sole discretion of the AppyourGoal Team. The Prize of the week will be shown on AppyourGoal’s application or/and in the AppyourGoal’s website ([www.appyourgoal.com](http://www.appyourgoal.com/) ).

**THE PRIZES ASSIGNED THROUGH THIS CONTEST ARE NOT APPLE PRODUCTS.**

1. **ADDITIONAL PRIZE TERMS:**

Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by Sponsor **(NOT APPLE)**, Sponsor **(NOT APPLE)** reserves the right to revoke a prize and disqualify the Submission. Prizes are not assignable or transferable and may not be sold. Winners are responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

By accepting a prize **(NOT AN APPLE PRODUCT)**, each Winner further agree to release the Sponsor **(WHICH IS NOT APPLE)**, from any and all liability, loss or damage of any kind arising out of or in connection with Winners’ participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize **(NOT AN APPLE PRODUCT)**.

No confidential relationship is established by any Entrant as a result of entering the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation. Potential Entrants do not receive by way of or under the Contest any intellectual property or other rights in any copyrights, patents, trademarks, trade names, technology, trade secrets or know-how of the Sponsor **(WHICH IS NOT APPLE)** or any third party.

ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

1. **GRANT OF RIGHTS:**

EACH ENTRANT WILL, JOINTLY AND SEVERALLY, INDEMNIFY AND HOLD HARMLESS (I.E., ENTRANT WILL BE FULLY LIABLE, INDIVIDUALLY, TO PAY ANY AND ALL DAMAGES) SPONSOR FROM ANY FEES, ROYALTIES, COSTS AND EXPENSES (COLLECTIVELY, “COSTS”) ARISING OUT OF ANY THIRD PARTY CLAIMS, LAWSUITS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, DAMAGES, LIABILITIES, (“CLAIMS”) TO THE CONTRARY AND ANY CLAIMS ARISING OUT OF OR RELATED TO ENTRANT’S SUBMISSION OR PARTICIPATION IN THE CONTEST OR THE SPONSOR’S EXERCISE OF THE RIGHTS GRANTED AND CONTEMPLATED HEREIN.

By entering the Contest and/or submitting any Submission, Entrant hereby grants to Sponsor **(NOT APPLE)** and their respective licensees, successors and assigns a worldwide, exclusive (as set forth below), perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of the Sponsor’s brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsor (the “AppyourGoal Materials”), including but not limited on and through third-party distribution channels selected by, but not affiliated with the Sponsor **(NOT APPLE)**; you also grant Sponsor **(NOT APPLE)** the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that AppyourGoal nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following (collectively, the “AppyourLife360 and AppyourGoal Network”):

1. Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by AppyourGoal and/or third parties;
2. PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., “point-of-sale” and “point-of-purchase” displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;
3. Print Media: The display and other use of Other Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;
4. Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Works and Other Materials via all forms of out-of-home advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);
5. Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);
6. Theatrical: Theatrical exhibition (including, without limitation, as embodied in motion pictures);
7. Home Video / EST: All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the “electronic sell-through” of motion pictures and television programs embodying the Works in digital download formats; and
8. Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Works and/or Other Materials not set forth above.

By submitting, the Entrant grants to Sponsor **(NOT APPLE)** the exclusive right to the Submission for 365 days from the date of submission (“Exclusive Period”). During this period of exclusivity, the Entrant shall not license, sublicense, or otherwise distribute the Submission to any third party for any commercial purposes. The entrant may continue to post, submit, upload, archive, or otherwise keep the Submission up on any personal website and social media and networking web pages (e.g., YouTube, Facebook, Flickr and Vine).

Entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such music, images, video, audio, photos, text, or other material embedded within the Submission, or other people that recognizably appear in the Submission, (“Third Party Materials”). AppyourGoal may request that entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any Prizes **(WHICH ARE NOT APPLE PRODUCTS).**

1. **GENERAL TERMS:**

Sponsor **(NOT APPLE)** or its designated representative has the right, but not the obligation, to monitor/screen Submissions and Entrant’s Contest account. By entering, Entrant acknowledges that Sponsor **(NOT APPLE)** has no obligation to use or post any Submission or permit any Entrant to participate who enters a Submission that violates or is not eligible under these Official Rules. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor **(WHICH IS NOT APPLE)** reserves the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS – AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR **(WHICH IS NOT APPLE)** RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Proof of entering or making a Submission will not be deemed to be proof of receipt by Sponsor **(NOT APPLE)** of entry. Any use of robotic, automatic, programmed or like entry methods will void all Submissions affected by such methods and be deemed tampering. Persons engaging in any of the foregoing activities may be disqualified. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, Entrants agree to be bound by these Official Rules and the decisions of Sponsor **(NOT APPLE)** and waive any right to claim ambiguity in the Contest or these Official Rules. In addition, Entrants agree to receive news and offers from Sponsor **(NOT APPLE)**, Administrator, and Sponsor’s affiliates and promotional partners and supporters. Sponsor **(WHICH IS NOT APPLE)** reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time. This Contest is governed by and interpreted under the laws of England. By entering, Entrants agree that exclusive jurisdiction and venue for the resolution of any disputes will be the London Court of International Arbitration.  By making a Submission, your agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney’s fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

THE ENFORCEMENT AND INTERPRETATION OF THESE CONTEST RULES SHALL BE EXCLUSIVELY DETERMINED BY SPONSOR **(WHICH IS NOT APPLE)** IN THEIR SOLE DISCRETION. ALL ENTRANTS AGREE TO BE BOUND BY ALL SUCH SPONSOR DETERMINATIONS AND ACKNOWLEDGE THAT SUCH DETERMINATIONS ARE FINAL AND NON-APPEALABLE.

1. **LIMITATIONS OF LIABILITY AND RELEASE:**

Sponsor **(WHICH IS NOT APPLE)** is not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; (e) failure of any e-mail transmissions to be sent to or received; (f) any inability to upload or download any information in connection with participation in the Contest; (g) inaccessibility of Contest platform or the Website, in whole or in part for any reason, or traffic congestions on the Internet; (h) lost, late, delayed, corrupted or intercepted e-mail or Submission transmissions; (i) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (j) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest, including but not limited to, undeliverable contact attempts that result from any form of active or passive email filtering by a user’s Internet service provider and/or email client or for insufficient space in user’s account to receive email; (k) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website or Contest platform; (ii) flood, earthquake or other acts of God; (iii) work stoppages or other labor interruptions; or (iv) any personal injury, death, or property damage or losses of any kind which may be sustained to user’s or any other person’s computer equipment resulting from participation in the Contest, use of the Website, Contest platform, filming of Submissions, or the download of any information from the Website or Contest platform.

IN NO EVENT WILL SPONSOR **(WHICH IS NOT APPLE)** BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS’ PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR **(WHICH IS NOT APPLE)** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Entrant acknowledges that Sponsor **(WHICH IS NOT APPLE)**, and its respective parents, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders and prize providers (collectively “Released Parties” and individually “Released Party”) shall not be liable for any injury, death, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission on the part of any other suppliers or any of their agents, servants, employees, or independent contractors (collectively, “Suppliers”); (ii) by any defect in or failure of any vehicle, equipment, accessories, instrumentality, service, product, or accommodation that is owned, operated, furnished, or used by any of those Suppliers; (iii) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not directly employed by that Released Party; or (iv) by any cause, condition, or event whatsoever beyond the control of that Released Party. Entrant hereby waives, releases and discharges each Released Party from and against any claims, damages or liability, even if caused by the negligence or willful misconduct of the Released Party, for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to any person (including, but not limited to, death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Contest or in any Contest-related activity or from acceptance, possession, use or misuse of any prize.

In the event of early termination of the Contest for any reason at Sponsor’s sole discretion, a notice will be posted on the Website, Template Site and Contest platform.

**APPLE IS NOT SPONSOR OF THIS CONTEST.**

1. **PRIVACY POLICY:**

Please read the Sponsor’s privacy policy, located at <http://appyourgoal.com/index.php/privacy-policy/appyourgoal-privacy-policy/>  for more information about Sponsor’s information collection and use practices.

1. **WINNERS**

Every week, the video and the picture of the Winner the AppyourGoal Weekly Contest will be shown in the AppyourgGoal’s application and AppyourGoal’s website.

1. **SPONSOR:**

**AppyourGoal**

Rue Des Entrepreneurs

Paris, France