

## Menrva Labs Twitter “Inspires” Program

### Terms and Conditions

NO PURCHASE NECESSARY TO PARTICIPATE.

Menrva Lab’s “Inspires” Twitter Application Program (the “Program”) starts on January 01, 2013 at 12:01 a.m. Pacific Standard Time (“PST”) and ends on December 28, 2013 at 10:00 p.m. PST (“Program Period”). Submissions are due by Saturday at 11:59 p.m. PST and a winner will be selected on Sunday each week during the Program Period.

**ELIGIBILITY:** Program is open to legal residents of the fifty (50) United States and the District of Columbia, age 18 and up. Void where prohibited by law. Program is subject to all applicable federal, state, and local laws. This Program is in no way sponsored, endorsed or administered by, or associated with Twitter.

**HOW TO PARTICIPATE:** During the Program Period, visit [www.twitter.com](http://www.twitter.com) and tweet using 140 characters or less, or photograph, who or what inspires you and include the hashtag #MenrvaLabsInspires (collectively, each, an “Application”). A Twitter account is required to submit an Application and can be opened for free at [www.twitter.com](http://www.twitter.com). All Applications must be received by 11:59 p.m. PST on each Saturday to be considered. Applications generated by script, macro or other automated means are void. Limit one (1) Application per person, using only one Twitter username per household. Applications received from any person, Twitter username or household in excess of the above stated limitation will be void. All Applications become the sole property of Menrva Labs and will not be returned.

Application must be the original work of the applicant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting an Application, applicant acknowledges and agrees that Menrva Labs may obtain many Applications in connection with this Program and/or other programs staged and/or promoted by Menrva Labs, and that such Applications may be similar or identical in theme, idea, format or other respects to other Applications submitted in connection with this Program and/or other programs run by Menrva Labs or submitted for other reasons, or other materials developed by Menrva Labs. Applicant waives any and all claims applicant may have had, may have, and/or may have in the future, that any Application and/or other works accepted, reviewed and/or used by the applicant may be similar to his/her Application and that any compensation is due to applicant in connection with such Application or other works used by Menrva Labs.

By submitting an Application, applicant hereby grants permission for the Application to be posted on [www.menrvalabs.com](http://www.menrvalabs.com), [www.michaelbmaine.com](http://www.michaelbmaine.com), or other websites. Applicant agrees that Released Parties

(as defined below) are not responsible for any unauthorized use of Applications by third parties. Released Parties do not guarantee the posting of any Application.

**JUDGING:** All eligible Applications received by Menrva Labs will be judged by Michael B. Maine. Menrva Labs reserves the right not to award the art award if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Applications. Award is subject to verification of eligibility and compliance with these Terms and Conditions.

**AWARD RECIPIENT NOTIFICATION:** Michael B. Maine's and Menrva Labs' decisions are final and binding on all matters relating to this Program. Potential award recipient will be notified by telephone, mail and/or email and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Menrva Labs, which must be returned within five (5) days of date appearing on award notification. Return of award notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Menrva Labs to contact potential award recipient within a reasonable time period or noncompliance with these Terms and Conditions by potential award recipient will result in disqualification and, at Menrva Labs's sole discretion, the award may be awarded to a runner-up.

**ART AWARD (1):** The person to submit the winning tweet will receive an original piece of art on a 12" X 12" canvas created by Michael B. Maine. Up to 52 winners will be selected throughout 2013. Approximate Retail Value ("ARV") is \$300/each. Winner will be subject to all terms and conditions outlined in the Menrva Labs Application, available at michaelbmaine.com. Art award is awarded "as is" with no warranty or guarantee, either express or implied by Menrva Labs. Award recipient may not substitute, assign or transfer award or redeem award for cash, but Menrva Labs reserves the right, at its sole discretion, to substitute award with one of comparable or greater value. Award recipient is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with award acceptance and use not specified herein as being provided. All award details are at Menrva Labs's sole discretion.

**GENERAL CONDITIONS:** By participating, each applicant agrees: (a) to abide by these Terms and Conditions and decisions of Menrva Labs and judges, which shall be final and binding in all respects relating to this Program; (b) to release, discharge and hold harmless Menrva Labs and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from applicant's participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of the award; and (c) to the use of his/her name, voice, Application, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Menrva Labs and its designees, without compensation (unless prohibited by law) or additional consents from applicant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, applicant also agrees not to release any publicity or other materials on their

own or through someone else regarding their participation in the Program without the prior consent of the Menrva Labs, which it may withhold in its sole discretion.

**OWNERSHIP/USE OF APPLICATIONS:** By submitting an Application, each applicant agrees Menrva Labs shall own the Application submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Application and all elements of such Application and to use the winner's name and likeness for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to applicant or any third party.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Applications; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or judging of Applications, the announcement of the award, the incorrect uploading of the Application, or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Program or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms and Conditions, as solely determined by Menrva Labs, will be disqualified and all associated Applications will be void. Should any portion of the Program be, in Menrva Labs's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Menrva Labs, corrupt or impair the administration, security, fairness or proper play, or submission of Applications, Menrva Labs reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential Award recipient from all eligible, non-suspect Applications received prior to action taken using the judging procedure outlined above.

**REQUEST FOR AWARD RECIPIENT'S NAME:** For the name of the award recipients (available after December 1, 2010), send a self-addressed, stamped, envelope by January 31, 2014 to: Menrva Labs, 4815 California Ave. SW #419, Seattle, WA 98116.

**PROGRAM PROVIDED BY:** Menrva Labs