



Touchdown with a Bad Boss Contest

OFFICIAL RULES

Express Employment Professionals' Touchdown with a Bad Boss Contest ("Promotion" or "Contest") is intended for participants in the United States and Canada only and shall be construed and evaluated according to the laws of the United States or Canada. Do not proceed in this promotion if you are not a legal resident of the United States or Canada. Further eligibility restrictions are contained in the official rules below.

1. **ELIGIBILITY:** Participation in testimonial contest is open to participants at least 18 years of age. Must be 18 years of age to be eligible to participate in voting. Void where prohibited by law. Employees of Express Services, Inc. ("Sponsor"), and Express Employment Professionals franchises, its parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies are not eligible. Members of the immediate family or household of each Express employee are eligible but will not receive special consideration. Immediate family members include parents, siblings or any person residing in the same household as employee.

2. **ENTRY:** Written testimonial stories of a how participant solved a situation with a bad boss must be submitted via e-mail to boss@expresspros.com and will be accepted from August 2, 2010 through 11:59 p.m. August 27, 2010 ("Promotion Period"). Each e-mail entry must include the participant's first and last name; city and state; valid e-mail address; solution story. Each week, three stories will be selected to appear on the Movin' on Up blog ("The Web Site") hosted by Express Employment Professionals. Stories will be posted by August 11; August 18; August 25; and September 1. This promotion asks you to submit a story of how you handled a situation with a bad boss via e-mail to boss@expresspros.com. The 12 best solutions ("Finalists") will be selected by Sponsor. Voting will begin on September 1, 2010, and conclude September 10, 2010. Limit one vote entry per person per 24 hour period. Multiple votes from the same IP address within a 24-hour period will be considered "voting fraud" and all duplicate vote entries will be disqualified. Sponsor reserves the right to post or not post any stories and reject any entries for any reason in its sole discretion. The solution story to receive the most online votes will be declared the winner. In the event of Voting Fraud, Sponsor reserves the right to select a winner from the 12 finalists.

3. **PRIZES/ODDS:** One (1) finalist will receive a Football Victory prize package ("Grand Prize") including a 40" LCD TV, a \$100 Visa Gift Card, and a tailgate party gift basket. Total prize valued at \$1100 U.S. Odds of winning the Grand Prize depend on the number of eligible entries received and the number of votes received. Grand Prize winner will be selected by user voting, but Sponsor reserves the right to select a winner from among all eligible submissions received,

regardless of the outcome of the vote. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable, except at the discretion of Sponsor. Prizes will be awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation.

4. WINNER NOTIFICATION: Participants will be notified via e-mail when their stories have been selected the same day the story is posted on the web site. Grand prize winner will be notified via e-mail and required to submit a W-9 before prize will be shipped. Return of any prize or prize notification as undeliverable, if Sponsor is unable to contact the potential winner after reasonable effort, or failure of potential winner to respond within three days of first attempted notification will result in forfeiture of prize and selection of an alternate winner. Sponsor reserves the right to disqualify any potential winner who fails to comply with these official rules and Sponsor's requests and award the prize to an alternate winner.

5. INDIVIDUAL VOTING ONLY. Every vote must be entered via The Web Site by manual keystroke and manually entered by the individual. Automated and/or repetitive electronic submission of votes (including but not limited to votes made using any script, macro, or bot) will be disqualified and transmissions from any related e-mail or IP addresses may be blocked. Sponsor may reject any vote it believes is the result of fraud or were submitted in violation of the official rules.

6. GENERAL: The potential winner may be required to sign and return an Affidavit of Eligibility, a Liability Release, and, where legal, a Publicity Release, within ten (10) days of first attempted notification. In the event of noncompliance, the potential winner may be disqualified and an alternate winner selected, at Sponsor's sole discretion. By entering, participants (a) agree to be bound by the official rules and the decisions of the Sponsor which are final and binding in all respects; (b) agree to release Sponsor, and its employees and agents from any and all liability, loss, damage or injury resulting from participation in this Promotion or awarding, receipt, possession use and/or misuse of any prize awarded herein and acknowledge that Sponsor and its employees and agents have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize including, but not limited to, its quality, mechanical condition or fitness for a particular purpose; and (c) consent to use of his/her name, photograph and/or likeness for advertising and promotional purposes in connection with this Promotion without additional compensation, unless prohibited by law (d) agree to assign to Sponsor the copyright to all works submitted and consent to Sponsor's use, publication and modification of submitted works; and (e) agrees that Sponsor may edit, revise and modify any works submitted as Sponsor may determine in its sole discretion may be necessary or appropriate for voting and publication.

7. INTELLECTUAL PROPERTY: All submissions must be original true works. By submitting an entry, you represent and agree that your submission will not infringe upon the intellectual property rights of any third party. All submissions and all information contained therein, including the copyright and all other intellectual property rights, become the property of Sponsor and will not be acknowledged or returned. By submitting a submission, you irrevocably assign to Sponsor all right, title, and interest in your submission in any and all media whether

now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. The rights granted under this paragraph shall extend to all submissions and all other submitted materials related to the Contest, including those submitted by non-winners and winners. By submitting a submission, you grant to Sponsor and its affiliated companies, the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor and its products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all entrants in the Contest, including non-winners and winners.

8. INTERNET: Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate the Promotion should a virus, bugs, or other causes beyond the control of the Sponsor corrupt the administration, security, or proper play of the Promotion. In such event, the prize will be awarded by Sponsor from among eligible entries received up to the date/time of corruption or modification, to the extent feasible. Sponsor is not responsible for late, lost, incomplete, or misdirected entries; computer system, internet connection, phone line, electronic equipment, computer hardware, software, or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems related to web site entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of the entries in the Promotion. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

9. DISPUTES: This Promotion is governed by the laws of the United States and the State of Oklahoma without respect to conflict of law doctrines. As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Oklahoma having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including attorneys' fees, other than

participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participant further waives all rights to have damages multiplied or increased.

10. WINNER INFORMATION: For a copy of list of the top 12 finalists and the Grand Prize winner, send a self-addressed, stamped envelope by October 1, 2010, to Express Employment Professional's Touchdown with a Bad Bass Contest promotion, "Winners List Request," Express Services, Inc., 8516 NW Expressway, Oklahoma City, OK 73162.

11. SPONSOR: The sponsor of this promotion is Express Services, Inc., 8516 NW Expressway, Oklahoma City, OK 73162.