

XAP Corporation's Gear Up Week Twitter Contest

Rules and Regulations

- 1. The promoter is: XAP Corporation whose registered office is at 100 Corporate Pointe, Suite 100, Culver City, CA 90230.
- 2. Employees of XAP Corporation or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
- 3. There is no entry fee and no purchase necessary to enter this competition.
- 4. Route to entry for the competition and details of how to enter are via http://www.choices360.com/contest.html
- 5. Closing date for entry will be September 25 at 4:00 p.m. PST. After this date the no further entries to the competition will be permitted.
- 6. No responsibility can be accepted for entries not received for whatever reason.
- 7. The rules of the competition and the prize for each winner are as follows:
- 8. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
- 9. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
- 10. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- 11. Winners will be chosen at random by XAP Corporation from all entries received.
- 12. The winner will be notified by email and/or letter within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.



- 13. The promoter will notify the winner when and where the prize can be collected.
- 14. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 15. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
- 16. The competition and these terms and conditions will be governed by American law and any disputes will be subject to the exclusive jurisdiction of the courts of the United States of America.
- 17. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current U.S. data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- 18. The winner's name will be available 28 days after closing date by sending a stamped addressed envelope to the following address: 100 Corporate Pointe, Suite 100, Culver City, CA 90230.
- 19. Entry into the competition will be deemed as acceptance of these terms and conditions.
- 20. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to XAP Corporation and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at http://www.xap.com/Legal-Information/Privacy-Policy.asp