

E USA Yellow Pages, LLC Vacation Review Raffle
Program Terms and Conditions

By participating in the USA Yellow Pages, LLC Vacation Review Raffle Program (the "Raffle ") you agree to the following terms and conditions (the "Program Terms"), in addition to the USA Yellow Pages, LLC [Website Use Policy](#) and [Privacy Policy](#) .

Must be a U.S. resident and 18 years of age or older to participate and to win any prize.

The Raffle shall take place on or about July 31, 2008 (the "Raffle Date").

The Prize for winning the Raffle shall be a 7 Night Cruise certificate for 2 adults valued up to \$2000. (the "Prize")

There are two ways to win.

The Raffle enables entrants to increase their odds of winning the raffle by writing multiple online reviews of local businesses. Participants write reviews on USA Yellow Pages, LLC about businesses they use. For each Qualifying Review, USA Yellow Pages, LLC issues a virtual raffle ticket, which counts as an entry into the random drawing. No purchase is required to enter the contest. There are 3 ways to receive free raffle tickets. Create an Account and either 1) write a Qualifying Reviews and/or 2) email us, letting us know about a business that we have listed that is no longer in business, or one that is in business that we do not have listed and/or 3) make a suggestion to improve our site.

The participant with the most raffle tickets also wins, unless he/she is the winner of the random drawing, in which case, there will be another random drawing so that there are two winners in total.

User Content

•A. Posting User Content on USA Yellow Pages, LLC.

By posting a review, the user thereby represents that the review is based upon an actual experience with the merchant being reviewed within the past two years. Reviews do not reflect the views of USA Yellow Pages, LLC, its parent, subsidiary or affiliated companies, or its employees, officers, directors, or shareholders. USA Yellow Pages, LLC does not assume responsibility or liability for any review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein. You acknowledge that USA Yellow Pages, LLC has the absolute right to refuse to display or to remove anything posted by you on or to the Site, including, without limitation, reviews of businesses listed on the Site, user lists, ratings and user profile information such as photos, any other content submitted or posted by you (collectively "User Content"), for whatever reason or for no reason at all. You further agree that by posting or submitting User Content to USA Yellow Pages, LLC, you are warranting that you are the sole author, creator and owner of that content, and that you are waiving any rights you may have in that content, or to control its use or (re)distribution, including any intellectual property rights, and that you further waive any claim that USA Yellow Pages, LLC is somehow acting in an unfair or discriminatory manner by refusing to display (or by removing) such content. You agree that you may not and will not post or submit any User Content that contains or features any of the following:

Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)

References to illegal activity, professional malpractice or health code violations.

Reviews that do not address the goods and services of the business or reviews with no

qualitative value (e.g., "this place is great!") as determined by USA Yellow Pages, LLC in its sole discretion.

Content that contains personal attacks or describes physical confrontations and/or sexual harassment.

Personal information or messages including email addresses, URLs, phone numbers and postal addresses (or both first and last name of an individual unless their name is also part of the business name) that are not already publicly available.

Messages that are advertising or commercial in nature, or are inappropriate based on the applicable subject matter.

Language, photos, video or other media that violates the standards of good taste or the standards of this website, as determined by USA Yellow Pages, LLC in its sole discretion.

Content determined by USA Yellow Pages, LLC to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity.

Language intended to impersonate other users (including last names of other individuals) or offensive or inappropriate user names or signatures as determined by USA Yellow Pages, LLC in its sole discretion.

Content that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.

B. Ownership of User Content. All User Content is owned solely by USA Yellow Pages, LLC, and by submitting any User Content you relinquish any right or claim of right to such User Content. USA Yellow Pages, LLC is under no obligation to give credit or pay any consideration to you for any User

Content you post on the Site, or any use by USA Yellow Pages, LLC of such User Content. •

C. Representations and Warranties. By using the Site you represent and warrant that any User Content posted by you does not contain material or links to material that infringes upon a third party's intellectual property or proprietary rights including, without limitation, copyright, patent, trademark, trade secrets, or rights of publicity or privacy. You further represent and warrant that you have all necessary rights to provide and have posted on the Site the User Content, and to transfer such ownership of such User Content to USA Yellow Pages, LLC, and that USA Yellow Pages, LLC has the right but not the obligation to monitor and edit or remove any activity or User Content. You further agree to accept full liability and responsibility for all User Content submitted by you or on your behalf for posting on the Site.

* Qualifying Reviews. A "Qualifying Review" is one which meets the user review guidelines set forth above and additionally in the following requirements:

- o Your experience with the business or service reviewed must be a first-hand experience, and must have occurred within the last 24 months.

- o The reviewed company must still be in business.

- o Reviews of any chain locations, including but not limited to restaurant chains (McDonalds, Outback Steakhouse, KFC, etc.), gas station chains, movie theater chains and national or regional chain stores (Target, Dollar Tree, Home Depot etc.) DO NOT qualify. You are welcome to write reviews for these businesses but they will not earn you a raffle ticket.

- o Anonymous reviews do not qualify. You are welcome to write anonymous reviews but they will not earn you a raffle ticket.

- o If you are reviewing a new business that you added to the USA Yellow Pages, LLC database, the business must not be a duplicate. In addition, any information provided must be able to be verified by a third party source including another website, a

business card, receipt, directory listing or other reliable source.

- o Proper grammar and spelling must be used. No "text speak" or ALL CAPS.

- o Copied reviews in whole or in part from any other source do not qualify.

- o Profanity, abusive or offensive language in reviews and reviews deemed inappropriate by USA Yellow Pages, LLC do not qualify.

- o Business owners and employees of the business may not review themselves.

- o Reviews may not contain personal information about yourself (e.g. address, phone number, email) or personal information (including last name, email address, URLs, phone number, or postal address) for anyone who works at the business unless the business name itself contains the person's last name (e.g. Dr. John Smith, DDS).

- o Reviews deemed inappropriate or lacking useful content by USA Yellow Pages, LLC editors do not qualify.

There is no fee to participate in any raffle.

A raffle entry represents a chance to win the opportunity to accept an offer of the stated prize on these terms and conditions and, upon winning. If you enter into a raffle sponsored by USA Yellow Pages, LLC, your ticket entry is subject to these terms and conditions. Raffle winners shall be selected by a drawing at random and all participants have an equal opportunity to win. Entries, receipts and the winners' rights are not transferable. Winners need not be present at the drawing.

Winners agree to accept all prizes in their "AS IS, WHERE IS" condition, subject to all latent and patent conditions, with absolutely no express or implied warranties of any kind by USA Yellow Pages, LLC.

Each winner will be notified via email and or phone which will be emailed to the email address provided by that winner upon initial registration. Each winner will have seven (7) days from the date of his/her receipt of the notification to accept the prize by executing the instructions in that notification email or

phone message pursuant to the terms stated therein. Failure to execute a return notification and accept the prize "as is," timely, and pursuant to the terms stated in the notification, will automatically result in forfeiture of the prize, with no substitution or alternative prize available to the original winner. In the event of forfeiture, the next winner that was selected will be awarded the prize.

Prizes may not be substituted or exchanged. USA Yellow Pages, LLC may substitute a prize of equal or greater value should a featured prize become unavailable.

Winners shall have no rights in prizes until the prize is fully and unconditionally accepted by the winner as evidenced by the timely notification by winner and until complete delivery of the prize is made to the winner. All prizes remain the sole property of USA Yellow Pages, LLC until unconditionally accepted "as is, where is" by the winner.

Acceptance of a prize is permission for USA Yellow Pages, LLC to use the names, pictures, video images, and relevant quotes of all winners.

Winners of all prizes are subject to any and all Federal and State income taxes and any other taxes payable due to their acceptance of their prize and the law, regulations, procedures, rules and directives applicable to raffles. All federal, state and local laws relating to the transfer, ownership or use of the prizes apply. Prizes shall not be transferred until all legal requirements have been met. The IRS requires that taxes on prizes valued greater than \$5,000 must be paid upon acceptance and before USA Yellow Pages, LLC may deliver the prize to the winner. Winners are encouraged to consult a tax professional.

The Prize is a certificate good for a reservation registration validation form which offers 2 adults 21 years of age or older a 7 night cruise departing from either Miami, Los Angeles, San Juan, Cape Canaveral. Other ports such as Galveston, Tampa or New York may be available and may require additional fees as

determined by the fulfilling travel agency. Destinations included are Bahamas, Caribbean, Baja Mexico, Mexican Riviera, Texaribbean. Your costs are port charges, government taxes, etc. from \$179-\$259 per person depending on itinerary. Transportation to and from the cruise ship and /or ports, gratuities and miscellaneous expenses are not included in this Prize. High and peak season, weekend and holiday travel is good with this Prize for an additional charge. Minimum of 90 days reservation notice is required. You do not have to specify your travel dates at time of redeeming this certificate. After redeeming this certificate you will be sent the reservation registration activation form from the fulfilling travel agency who will book all your accommodations. In most cases you will be required to give the travel agency multiple travel dates just in case your 1st requested travel dates are not available. All reservations are subject to availability. This certificate cannot be combined with any other promotional vacation certificate offer. You must redeem this certificate by the expiration date located on the certificate. Once you register with the fulfilling travel agency you will have 18 months to travel. This Prize is only good for United States & Canada residents.

Employees of USA Yellow Pages, LLC and their immediate families are not eligible to participate. Media sponsors, their employees and their immediate families are not eligible to win any prize.

"Immediate Family" is defined as the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes individuals for whom an employee is the current legal guardian or individuals who are not legally related to but who reside with an employee. ("Step" relationships also are covered by this definition.) The determinations of USA Yellow Pages, LLC are final and binding with respect to any matter arising out of the

interpretation or application of these terms and conditions.

USA Yellow Pages, LLC maintains no control of the personnel, equipment or operations of any supplier and assumes no responsibility for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience or irregularity which winners may experience by reason of (1) performance or nonperformance by any supplier; (2) wrongful, careless, negligent, or unauthorized acts or omissions on the part of any supplier or its employees, or on the part of any other party not under the control of USA Yellow Pages, LLC; (3) any defect, breakdown or other failure of any aircraft, train, automobile, ship, accommodation, or other equipment or instrumentality owned, operated, or otherwise used by a supplier or; (4) any acts of God, acts or omissions of third parties, damage or loss associated with any terrorist activities, social or labor unrest, mechanical or construction failures, disease, local laws, climactic conditions, or other conditions or developments. USA Yellow Pages, LLC shall in no event be liable for special or consequential damages arising from the use or ownership of any prizes. Participants hereby release USA Yellow Pages, LLC from any such claims.

Void where prohibited by law