



## 2009 MaidPro Good Cheer Official Rules

**NO PURCHASE NECESSARY.**

**A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR  
CHANCES OF WINNING.**

**1. Eligibility:** 2009 MaidPro Good Cheer ("The Contest") is open only to legal residents of the 50 United States (and the District of Columbia) and the province of Alberta, Canada. Employees of MaidPro Franchise Corporation and the immediate family and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. All entrants must be at least 14 years old or older as of May 1, 2009, be sponsored by a high school or college cheerleading or dance squad, satisfy all eligibility requirements and abide by the rules set for in YouTube's terms of service. Participation constitutes entrant's full and unconditional agreement to these 2009 MaidPro Good Cheer Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion.

**2. Sponsor:** MaidPro Franchise Corporation 60 Canal St. Boston, MA 02114, U.S.A.

**3. Timing:** The Contest begins on May 1<sup>st</sup>, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on September 30<sup>st</sup>, 2009 at 11:59 p.m. ET (the "Contest Period").

**4. How to Enter:** During the Contest Period, visit <http://www.maidpro.com/goodcheer> and follow the links and instructions to complete and submit the submission form, including a valid address. P.O. Boxes are not permitted. You will automatically receive an entry confirmation form for the contest.

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**5. Contest:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest. In order to be considered, your entire squad must be represented in uniform in the video, the last two lines of the cheer on <http://www.maidpro.com/goodcheer> must be included in the cheer, the video must be posted on YouTube and titled as "MaidPro Cheerleading Contest plus Your Squad Name" with a link that corresponds to the link denoted on your submission form. Your cheer will be judged by MaidPro franchise owners (one vote per Franchise Agreement) on the following criteria: content and originality of the performance; the use of music; coordination and choreography; and how well the squad's cheer communicates the professionalism of MaidPro's housecleaning service. Administrator will select the Contest winners on or around October 17<sup>th</sup>, 2009. Each squad or team may submit only one entry. The odds of winning will depend on the total number of qualified entries received.

**6. ALL POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE. ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

**7. Verification of Winners:** Potential winners to be eligible must comply with all terms and conditions of these Official Rules. The Contest winners will be notified within 15 days by email, telephone, or registered mail after the date of decision. The organizational sponsor of each potential team winner must sign and return to Sponsor, within ten days of being notified, an Affidavit of Eligibility, Liability and Publicity Release in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility Liability and Publicity Release within the required time period (if applicable), or a prize is returned as undeliverable, potential winner forfeits prize. If a winner is disqualified for any reason, the entrant judged to be the next-best during voting will receive the prize. In case of a tie, the winner will be chosen by the President of MaidPro Franchise Corporation. Prizes will be awarded to each winner within 30 days following selection and notification.

**8. Prizes:**

**a. Grand Prize:** 1 GRAND PRIZE: A check for \$2,500.00. Winner must cash prize by January 1<sup>st</sup>, 2010, or prize will be forfeited. Limit: 1 Contest Prize per squad/team.

**b. First Prize:** 1 FIRST PRIZE: A check for \$1000. Winner must cash prize by January 1, 2010, or prize will be forfeited. Limit: 1 Contest Prize per squad/team.

**c.) Second Prize:** 1 SECOND PRIZE: A check for \$500. Winner must cash prize by January 1, 2010, or prize will be forfeited. Limit: 1 Contest Prize per squad/team.

**For All Prizes:** All prize checks will be made payable to the organization represented by the winning teams. All prizes are non-transferable and no substitution will be made except as provided herein at the Administrator's sole discretion. Administrator reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

**9. Release:** By receipt of any prize, each winner agrees to release and hold harmless Administrator, MaidPro Franchise Corporation their respective subsidiaries, affiliates, suppliers, distributors and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Contest constitutes winner's consent to Administrator's and its agents' use of winning squad/team's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. The winning cheer and video will become the sole property of the MaidPro Franchise Corporation.

**11. General Conditions:** Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Administrator in its sole discretion. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, the Terms of Service and Usage of YouTube, or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to

discontinuance of the Contest, or any part of it, for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action. (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts U.S.A.

**14. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than November 1<sup>st</sup>, 2009. For the Winner List, send an email with subject line: "2009 MaidPro Good Cheer, Winner List Request," to [goodcheer@maidpro.com](mailto:goodcheer@maidpro.com) and published at [www.maidpro.com/goodcheer](http://www.maidpro.com/goodcheer) and posted at MaidPro Franchise Corporation with offices at 60 Canal Street, Fourth Floor, Boston, Massachusetts, U.S.A.

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