

THE GAIL KASPER SALES CHALLENGE TERMS AND CONDITIONS

GAIL KASPER TELEVISION LLC. The Gail Kasper Sales Challenge (The Challenge) is open to the eligible public; however, Gail Kasper Television LLC is a recognized sales trainer, and its sponsorship and promotion of this contest does not prevent GKTV from being hired by any organization, including where she may compete against one or more of the organization's sales team.

THE PROMOTER – THE GAIL KASPER SALES CHALLENGE

1. The promoter of The Challenge is Gail Kasper Television LLC, whose office is at 100 Springdale Road, Suite A3, PMB 311, Cherry Hill, NJ 08003 (the Promoter).
2. If you wish to contact the Promoter for any reason, please email gkasper@gailkasper.com.

ELIGIBILITY – THE GAIL KASPER SALES CHALLENGE

- 1) The Challenge is open to all residents of the Continental United States aged 18 years or over, **except**:
 - a) Employees of the Promoter;
 - b) Employees of agents or suppliers of the Promoter who are professionally connected with The Challenge or its administration; or
 - c) Members of the immediate families or households of (a) and (b) above.
- 2) By entering The Challenge, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter and participate in The Challenge and claim the prize, and to sign an affidavit of eligibility. If you fail to provide such proof or affidavit of eligibility within any time period specified in these Terms and Conditions, or within any reasonable time specified by the Promoter, you may be disqualified from The Challenge.
- 3) The Promoter will not accept competition entries that are:
 - a) automatically generated by computer; or
 - b) incomplete; or
 - c) contain false information
- 4) The Promoter reserves all rights to disqualify you at any time, this includes for conduct that in the Promoter's opinion is harmful to or not in keeping with the standards of the Gail Kasper Television LLC brands or is rude or abusive behavior toward anyone associated with the Promoter or The Challenge.
- 5) No refund of the entry fee will be given for any reason, including if:
 - a) following submission of your entry, you learn that you are not eligible to participate in The Challenge or claim the prize;
 - b) following submission of your entry you become ineligible to participate in The Challenge or claim the prize and you are no longer eligible; or
 - c) you are disqualified from The Challenge by the Promoter for any reason.
- 6) You may be prevented from participating in any future competitions or promotions of the Promoter if you engage in:
 - a) any form of fraud (actual or apparent);
 - b) fraudulent misrepresentation;

- c) fraudulent concealment;
- d) hacking or interference with the proper operation of The Challenge; or
- e) misuse or unauthorized use of any website used for The Challenge, including any website where entries are uploaded, posted, or displayed.

THE GAIL KASPER SALES CHALLENGE ENTRY PROCESS

1. The Challenge entry period begins May 9, 2022 at 12:01 a.m. ET and ends at 11:59 p.m. ET on June 23, 2022 (the Entry Period). All entries must be submitted by the entry deadline. The Challenge competition (the Challenge Competition) will take place at a mutually agreed upon date and time in the month of August, 2022 at the location of the winning Challenger's company or employer.
2. If necessary, the Promoter reserves the right to extend the Entry Period. If the Promoter extends the Entry Period, the new Entry Period will be displayed on the Promoter's website. The Promoter will not extend the Entry Period solely for the purpose of obtaining more entries unless there are fewer than five entries in the originally stated Entry Period.
3. Sales representatives or employees from any industry are welcome to enter, provided the industry does not sell a product or service that is illegal and provided the entrant is an official employee or owner of the company that sells the product or services being pitched by the entrant (the Company).
4. Everyone who enters the competition must complete an entry form including the entrant's full name, email, and telephone, and the name and address of the Company, and must submit an entry fee of \$29.95.
5. If your contact information changes at any time you must notify the Promoter as soon as possible. Notifications should be sent to gkasper@gailkasper.com. Notifications must reference "The Gail Kasper Sales Challenge" and include your original contact information and your updated information. If these changes are submitted within 10 days of the end of the Entry Period, the Promoter will use your original contact information to contact you.
6. During the Entry Period, you must record a video (the "Competition Video") up to 45-seconds in length explaining why you should be chosen to compete against Gail Kasper in the Challenge Competition, upload the video (unlisted) to a third-party site such as YouTube and send the link to your Competition Video via the video form provided to you by the Promoter. (The Competition Video must be UNLISTED, not PRIVATE or it will not be able to be viewed.)
7. All Competition Videos will be judged by one or more industry or sales professionals unaffiliated with the Promoter or the entrant's Company. Competition Videos will be judged based on originality, persuasiveness, and the entrant's drive and determination.
8. You may enter The Challenge up to five times, provided you submit a new Competition Video with each entry and pay any applicable entry fee for each entry.

THE FINALISTS AND SELECTING A "CHALLENGER"

1. Five finalists will be chosen by the judge or judges from all entries.
2. The finalists' Competition Videos will be released and displayed publicly on a social media platform or website selected by the Promoter. The entrant submitting the Competition Video that receives the most "likes" or other comparable votes will be declared the official

challenger (the Challenger) to Gail Kasper to participate in the in-person Challenge Competition.

AFTER A “CHALLENGER” IS CHOSEN

1. The Challenger and Gail Kasper will prepare a 5-minute sales pitch for a specific product. If there are various models or styles of the product, one specific model or style must be chosen. The time limit for the sales pitches will be strictly enforced.
2. The Company and/or the product manufacturer must agree in writing to provide reasonable support and product information to Gail Kasper as requested by the Promoter to allow her to prepare for the sales pitch or other aspects of the Challenge Competition.
3. Gail Kasper will travel to the business location of the Challenger within the Continental United States at the Promoter’s expense.
4. Gail Kasper and the Challenger will be recorded before, during, and after their sales pitch presentations by a cameraperson or videographer engaged by the Promoter. The Challenge Competition may be broadcast live.
5. The winner of the Challenge Competition will be chosen by a group of three industry, business, or sales professionals chosen by the Promoter (the Judges). Judges may be affiliated with the winner’s Company.
6. The decision of the Judges is final and neither the Challenger, the Company, nor Gail Kasper will carry on any correspondence or discussion with the Judges after their decision.
7. Should the Challenger be selected as the winner of The Challenge Competition, the Promoter will pay the Challenger \$500 upon announcement of the Judge’s decision.
8. Should Gail Kasper be chosen as the winner of The Challenge Competition, the Promoter suggests, but does not require, a donation by the Challenger’s Company to Pawtographs, a 501(c)3 charitable organization.
9. Regardless of whether the Challenger or Gail Kasper is selected as the winner of the Challenge Competition, the Challenger agrees to authorize the Promoter to use and disseminate the Challenger’s name, video entry, recorded sales pitch, and any other materials submitted to or created by the Promoter before, during, or after The Challenge or The Challenge Competition, publicly for any business purpose of the Promoter, including promotional purposes. The Challenger will sign a publicity release and any other documentation reasonably requested by the Promoter before engaging in the Challenge Competition. Failure to provide the required release will result in disqualification of the Challenger. The Promoter may, but is not obligated to, select another Challenger from the group of five finalists and conduct a new Challenge Competition according to the process identified above. The Challenger further agrees to participate in publicity events as reasonably requested by the Promoter, at the Promoter’s expense, including an interview and photography session after the Challenge Competition.
10. The Promoter does not accept any responsibility and has no obligation to a Challenger who fails to appear to participate in the Challenge Competition for any reason, or to the Challenger’s Company. Another sales representative designated by the Challenger or the Company may make the sales pitch in place of the Challenger or, if no substitute is designated, Gail Kasper will present her pitch and be declared the winner of the Challenge Competition.

LIMITATION OF LIABILITY AND INDEMNIFICATION

To the extent permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the Challenger or have any liability for any loss, damage, personal injury, or death occurring as a result of Challenger's or any other Company agent's or employee's participation in or attendance at the Challenge Competition. The Promoter is not liable for any technical or computer malfunctions related to The Challenge or any entries. The Promoter reserves the right to terminate The Challenge for technical reasons such as a computer virus. Promoter's decisions regarding all issues related to The Challenge will be final. The Challenger's Company must agree in writing to hold Gail Kasper Television LLC, its associates, subsidiaries, vendors, and employees harmless from any damages to an individual, product, or facility that occurs before, during or after the Challenge Competition.

DATA PROTECTION AND PUBLICITY

1. By entering The Challenge, you agree that any personal information provided by you in connection with The Challenge may be held and used by the Promoter or its agents and suppliers to administer The Challenge or to receive updates about Gail Kasper and her work or other promotional communications from the Promoter. The Promoter will not sell your information to any third-party organization.
2. By entering The Challenge, you irrevocably grant the Promoter the royalty-free right throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the contents of the entry and any Challenge Video in all media, including without limitation, to edit, rearrange, and/or copy the entry or Challenge Video for use in the promotion of the Promoter's products or services without further permission or payment to the entrant, except where prohibited. You further agree to authorize the Promoter to use and disseminate your name, likeness and any other materials submitted to or created by the Promoter before, during, or after The Challenge publicly for any business purpose of the Promoter, including promotional purposes.
3. You may request that the Promoter not contact you and remove your details from its database. If you make such a request, you will be withdrawing from The Challenge as the Promoter will be unable to contact you. You will not be entitled to any refund of any entry fee if you withdraw from The Challenge. If you do not wish any of your personal details to be used by the Promoter for promotional purposes, please email the Promoter at gkasper@gailkasper.com prior to the Closing Date.

GENERAL

1. The Promoter reserves the right to amend these terms and conditions for any succeeding Challenges or other promotions.
2. If the Promoter in its sole discretion determines there is reason to believe you have breached these Terms and Conditions, the Promoter may, at its sole discretion, exclude you from participating in the Challenge Competition and any future Challenges or promotions.
3. The Promoter reserves the right to void, suspend, cancel, or amend The Challenge where it becomes necessary to do so for circumstances beyond its control. In such circumstances, the Promoter will refund any entry fees you have paid.
4. There is no required minimum number of entries, and the Promoter will not void, suspend, or cancel, The Challenge, extend the Closing Date or modify the prize due to a lack of entries except as specifically provided in these Terms and Conditions. The Challenge Competition will take place and the prize will be awarded regardless of the number of entries received.

5. The Challenge is in no way sponsored, endorsed, administered by, or associated with Facebook, LinkedIn, or any other social media entity. By entering The Challenge, you acknowledge that they do not have any responsibility for the administration or promotion of the competitions.
6. These terms and conditions shall be governed by United States law, and the parties submit to the exclusive jurisdiction of the courts of the United States.
7. You should print a copy of these terms and conditions and keep them for your records.