

Wounded Warrior Project® Poster Signed by All Six Living First Ladies Auction

Official Terms and Conditions

These terms and conditions govern the “Wounded Warrior Project Poster Signed By All Six Living First Ladies Auction” promotion (the “Promotion”) conducted by Wounded Warrior Project, Inc. (“WWP”) to raise promotion and awareness for WWP, whose mission is to honor and empower wounded warriors. Proceeds from the auction will benefit WWP. By participating in this Promotion, bidders agree to be bound by these terms and conditions of this Promotion, and that the decisions of WWP are final.

1. As part of the Promotion, WWP will conduct an online auction; the highest winning bidder of the auction will receive a framed WWP Poster Signed by All Six Living First Ladies (the “Poster”). The Poster up for bid is a framed poster, designed by WWP, containing the WWP master logo and the signatures of First Lady Rosalynn Carter, Nancy Reagan, Barbara Bush, Hillary Rodham Clinton, Laura Bush, and Michelle Obama.
2. The auction will begin on April 23, 2013 at approximately 8:00 pm Eastern Time (“ET”) and end on April 30, 2013 at approximately 10:00 am ET. To participate in the Promotion, you may log onto www.woundedwarriorproject.org and follow the links and instructions to enter the Promotion, register and submit your bid. Information collected in connection with your registration is subject to WWP’s privacy policy at: <http://www.woundedwarriorproject.org/media/42796/wwp-website-privacy-policy.pdf>. Once you register, you may bid on the Poster as often as you like.
3. The starting bid is the minimum bid that will be accepted. If bidding has already begun, you must bid higher than the current high bid by at least \$100 in order to have your bid accepted. If your bid is accepted as the new high bid, you will see your bid listed on the auction item page as the new high bidder. If you are outbid during the course of the auction, you may continue to bid above the highest bidder. Once a bid is placed, it may not be retracted or otherwise canceled for any reason.
4. Entry bids will be deemed made by the person who submitted their name, address, email address and credit card information at the time of entry. Proof of submission of a bid shall not be deemed proof of receipt by WWP. WWP’s computer is the official time keeping device for the Promotion. WWP is not responsible for bids not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. WWP reserves the right to cancel any bid it believes is not made in good faith.

5. All bids for the auction must be received by 10:00 am ET on April 30, 2013. Of the bidding submissions for the auction, the highest winning bid will be chosen as the grand prize winner of the Poster. The person with the highest bid for the Poster at the close of the auction will be entitled to claim the Poster, subject to payment of the winning bid and fulfilling all requirements listed in these Terms and Conditions. WWP shall have sole and final discretion to determine the successful bidder. The decision of WWP shall be final and binding in all disputes.
6. The highest winning bidder of the auction will be notified by phone by WWP within 72 hours of the auction closing. The winning bidder must submit the winning bid amount to WWP within 72 hours of notification. Payment must be made directly to WWP; the following payment methods are acceptable: (a) credit cards (VISA, MasterCard, American Express, Discover) and debit/check cards; (b) checks (personal, certified, cashiers, travelers), payable to "Wounded Warrior Project"; and (c) money orders (U.S. Postal) and bank drafts, payable to "Wounded Warrior Project."

If a potential winner cannot be contacted, fails to remit full payment of the winning bid amount to WWP, fails to sign and return the liability/publicity release within the required time period, if the winning bid funds are returned for insufficient funds or ACH clearance failure, or if the Poster is returned as undeliverable, the potential winner forfeits the prize.

7. The fair market value of the Poster is \$5,000.00. The amount you pay above this fair market value estimate is normally tax deductible as a charitable contribution. The winning bidder is advised to seek advice from their tax advisor regarding deductibility of any portion of the winning bid.
8. The Promotion is open to all persons who are 18 years of age or older and who reside in the United States. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. WWP will delete any bid knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.
9. By participating in the Promotion, the winner agrees to have the winner's name, voice and likeness used in any promotion or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the Poster.
10. Prior to awarding the winner the Poster, WWP, in its sole discretion, may require the Promotion winner to sign a liability release, agreeing to release and hold harmless WWP and Bill Me, Inc. d/b/a BillOReilly.com, and each of their directors, affiliates, officers,

employees and assigns from and against any and all claims or liability arising directly or indirectly from the auction, the Poster and participation in the Promotion.

11. By submitting the winning bid and accepting the Poster, the winner agrees to release and hold WWP and Bill Me, Inc. d/b/a BillOReilly.com and each of their directors, affiliates, officers, employees and assigns harmless against any and all claims and liability arising out of their participation in the Promotion and the acceptance or use of the item. Bidders assume all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use of the Poster.
12. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of WWP that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, WWP reserves the right to cancel, terminate or modify the Promotion.
13. WWP, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of WWP's website. If WWP makes a good faith determination that an entrant has committed fraudulent activity in connection with the Promotion, WWP reserves the right to disqualify that entrant from entering and/or winning the Poster or any future promotions and to prosecute and seek damages to the fullest extent permitted by law.
14. WWP is not responsible for typographical, broadcast or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a Poster winner.
15. By use of WWP's website or by entering a bid through WWP's website, you agree to the website's Terms of Use Agreement located at <http://www.woundedwarriorproject.org/media/42799/wwp-website-terms-of-use-2011.pdf> and to the use of your personal information as described in the Privacy Policy located at <http://www.woundedwarriorproject.org/media/42796/wwp-website-privacy-policy.pdf>.