

## **Military Spouse of the Year® Program**

### Acknowledgment of Terms and Conditions of Program Participation

**I understand that this Acknowledgment of Terms and Conditions of Program Participation is an important legal document relating to my consideration for and participation in the Military Spouse of the Year® Program (“MSOY Program”), and by signing this document I am waiving legal rights that I may have against Victory Media, Inc. (“Victory Media”), MSOY Program sponsors, and their respective affiliates and others.**

### **Representations and Warranties**

I represent, warrant and affirm as follows:

I was nominated by someone other than my spouse or family member.

I am legally married to an active duty, Reserve or Guard member of the U.S. military, and/or will become married on or before the MSOY nominations deadline.

I possess a dependent ID card issued by the U.S. military.

If my spouse is a member of the Reserve component, he/she is or will have been activated for at least 180 consecutive days during the 12 months preceding the MSOY nominations deadline.

I am not currently serving on active duty, as a Reservist, or a Guardsman in any branch of the military.

I am at least 18 years of age or will turn age 18 on or before the MSOY nominations deadline.

I have never been convicted of a felony and have no other criminal history that would call into question my suitability to serve as Base MSOY, Branch MSOY or MSOY.

I do not use illegal drugs, nor do I abuse prescription drugs.

I do not abuse alcohol.

I do not engage in abuse (physical or sexual) of any individuals.

I do not engage in marital infidelity.

### **I understand the Reign Period during which this honor may be bestowed upon me is defined as follows:**

Base Spouse of the Year (SOY) Reign Period is defined for these purposes as the date of the naming of the Base SOYs, running for approximately one year and ending with the announcement of the following year’s Base SOYs.

Branch SOY Reign Period is defined for these purposes as the date of the naming of the Branch SOYs, running for approximately one year and ending with the announcement of the following year’s Branch SOYs.

Overall MSOY Reign Period is defined as the date of the naming of the overall MSOY, running for approximately one year and ending with the announcement of the following year’s overall MSOY.

If, at this time, I am unable to affirm, or opt not to affirm, any one or more facts set forth above, I have indicated that by checking the box immediately below.

By checking the box below, I understand that I am ineligible for further participation in the MSOY Program (which will include rescission of any Branch MSOY title that I may currently hold).

I am unable to affirm, or opt not to affirm, warranties set forth above and understand that I am disqualified from further participation in the MSOY Program.

Alternatively, by affirming the facts set forth above, I understand that Victory Media is relying and will continue to rely during any Reign Period on my current continuing affirmation of such facts. I agree that I will present appropriate documentation verifying any or all of the facts set forth above within a reasonable time period upon request of Victory Media, at this time and/or during any Reign Period.

I agree that if, during any Reign Period, I am no longer able to affirm, due to changed circumstances, the facts set directly above, I will within seven (7) calendar days provide notice to the MSOY program at: [msoyquestions@militaryspouse.com](mailto:msoyquestions@militaryspouse.com).

I understand that should Victory Media determine, via information provided by me, or via information obtained independent of me, that, during any Reign Period, I can no longer affirm any facts set forth above, or if I am unable to provide appropriate documentation verifying any of these facts to Victory Media upon their request, Victory Media may at its sole discretion declare me ineligible for further participation in the MSOY Program and/or rescind any MSOY title that I have attained.

I agree to abide by Victory Media's determinations both as to myself and all other MSOY participants in this regard. In addition to other obligations set forth herein, I warrant and represent that I will immediately notify Victory Media within seven (7) calendar days should any of the following events occur during the Reign Period relating to Base SOY, Branch SOY (if I attain such title) or MSOY (if I attain such title):

*Death of my spouse:* I understand that the death of my spouse will not affect my eligibility in most circumstances.

*Divorce or legal separation:* I understand that if I become divorced or separated from my spouse, Victory Media may in its sole discretion deem me ineligible for further participation in the MSOY Program and/or rescind any MSOY title that I have attained. I have made the foregoing representations and warranties described above in consideration of, and so that I will be eligible, and/or continue to remain eligible, to be considered for and/or hold the titles of: Base Spouse of the Year ("Base SOY"); Branch Spouse of the Year ("Branch SOY"); and Military Spouse of the Year ("MSOY").

### **Eligibility and Continuing Eligibility**

Criteria and Process:

I understand and agree that Victory Media shall determine and select, pursuant to the process and criteria that it establishes at its discretion from time to time, Base SOYs, Branch SOYs and MSOY (collectively "all levels of MSOY").

I understand that Victory Media has no obligation to permit me to participate in the MSOY Program, even if I meet all eligibility requirements and any lawful selection criteria it may establish.

I understand that in order to be elected as my Base SOY I must receive a minimum number of votes (determined by Victory Media) in the first round of voting.

I further understand and agree that Victory Media will determine and/or resolve all eligibility issues for participation in the MSOY Program in its sole judgment in accordance with the process and standards it prescribes from time to time, and I agree to abide by its determinations both as to myself and all other MSOY participants as to eligibility for participation in the MSOY Program.

As Base SOY, I understand that my term as Base SOY will be limited to a **maximum of two total Reign Periods** (regardless of whether they are consecutive) and agree that Victory Media will, in its sole judgment, determine whether I am considered for Branch SOY and will determine and set all Branch SOY selection criteria and processes, and resolve all Branch MSOY eligibility issues, and I agree to abide by Victory Media's determinations both as to myself and other Branch MSOY participants.

If I am selected to be a Branch SOY, I understand and agree that Victory Media will, in its sole judgment, determine whether I am considered for overall MSOY and will determine and set all MSOY selection criteria and processes, and resolve all MSOY eligibility issues, and I agree to abide by Victory Media's determinations both as to myself and other MSOY participants.

### **Opportunities and Applicable Standards of Conduct**

With respect to all levels of MSOY, to the extent any such honors are bestowed upon me, I will receive the benefit of being able to advocate on behalf of military spouses via communication, social media, traditional media and other tools and opportunities provided by Victory Media.

I understand I am not obligated to do anything, but if I choose to avail myself of such opportunities, I do so of my own choosing and understand that, by doing so, I am not creating an employment relationship between myself and Victory Media.

In consideration of this benefit that I will receive, I at all times during the Reign Period will conduct my activities and life in accordance with the highest ethical and moral standards.

If, during the term of my reign, I am arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol) or engage in any activities that, in the sole judgment of Victory Media, might bring myself, the MSOY Program, Victory Media or my Branch or Base into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing entities or might shock, insult or offend the community or any class or group thereof, then Victory Media shall have the right to terminate my reign as Base SOY, Branch SOY or MSOY.

I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs or images that may appear on any website or social media platform, including but not limited to Facebook, Twitter, Instagram, Tumblr).

I further acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, posting offensive and/or inappropriate statements (as determined by Victory Media in its sole discretion) in any blog or on any web site constitutes a violation of this provision.

I understand that the title Military Spouse of the Year® is trademarked and the property of Victory Media, and that I am permitted to use the title in association with my name during any applicable Reign Period for the purposes of advocating for military spouses and for raising awareness of the MSOY Program.

I understand and agree that I am not permitted to associate the title with my name for the purpose of, of contemporaneous with, endorsing third parties, endorsing products manufactured by third parties, endorsing services provided by third parties, advancing personal political agendas, advancing my views on social issues, or engaging in any activities that Victory Media, in its discretion, determines to be controversial, offensive and/or contrary to the goals of the MSOY Program.

Victory Media's decisions on all matters arising above shall be final and conclusive. Appointment of Another Nominee I understand that if any MSOY title I hold is rescinded, another nominee, selected by Victory Media at its discretion, will assume MSOY duties for the remainder of the applicable Reign Period.

### **Background Investigation**

In return for being considered for all levels of MSOY, I irrevocably authorize Victory Media, and its agents, to be able to investigate, access and collect information about me, about any of the statements made by me in this, any supporting documents and any other document that I have signed or do sign in connection with my participation in the MSOY Program, or any other written or oral statements I make in connection therewith.

I irrevocably authorize Victory Media to secure information about my experiences from any source, including, without limitation, my current and former employers, associates, family members, educational institutions, government agencies, credit reporting agencies, and any references I may have provided, and I irrevocably authorize such parties, persons and entities to provide information concerning me.

I hereby unconditionally and irrevocably release and forever discharge all such parties, persons and entities from any and all liability arising out of or in connection with any such investigation.

I acknowledge and agree that any such information obtained by Victory Media authorized pursuant to this provision or otherwise may be used for any purpose designated by Victory Media.

I understand, as a condition of my participation in the MSOY Program, that should Victory Media suspect that I am using illegal drugs, it can request that I submit to a drug test via urine sample conducted by a qualified vendor of its choosing. While I am not obligated to submit to any such urine test, I understand that Victory Media's unresolved suspicion that I am using illegal drugs may be a basis for it, in its discretion, to declare me ineligible and rescind any MSOY title that I hold.

### **Waiver**

To the maximum extent permitted by law:

I irrevocably release Victory Media, MSOY Program sponsors, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the MSOY Program, and each of their respective partners, officers, directors, agents, representatives, employees, successors, assignees, and licensees (herein the "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or by reason of the Base, Branch or overall MSOY selection process, the failure to select me as a Base, Branch or overall MSOY, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, or defamation) (collectively, the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another MSOY Program participant or any other third party at any time.

To the maximum extent permitted by law, I also agree that I will not bring or be a party to any legal action or claim against the Released Parties based on any of the Released Claims hereunder.

I understand that I may be invited to travel to certain MSOY Program events during any Reign Period, but I am not obligated to do so. Should I choose to travel to MSOY Program events, it is done of my own volition and at my own risk. Further, should I choose to travel, I agree that I am not traveling on behalf of, or as an agent of, Victory Media.

### **Program Participants in California**

If this Acknowledgment is being subscribed in California and/or by a California resident, the following shall apply:  
I hereby knowingly, voluntarily, expressly and irrevocably waive application of California Civil Code section 1542, which I certify I have read and which states in pertinent part: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I understand and acknowledge the significance and consequence of my waiver of California Civil Code section 1542 and further understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true with respect to the matters released herein. Nevertheless, it is my intention, through my execution of this Acknowledgment, to fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have existed, and that I will hereafter not be able to make any claim against the released parties regarding any such matters.

### **General**

The invalidity or unenforceability of any provision of this Acknowledgment will not affect the validity or enforceability of any other provision; provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Acknowledgment taken as a whole.

This Acknowledgment contains the entire understanding of the parties, and all prior agreements between the parties with respect to the subject matter of this Acknowledgment are nullified and superseded.

This Acknowledgment will not be construed against its drafter. All previous statements, representations and negotiations, whether oral or written, are hereby superseded by this Acknowledgment.

I acknowledge that no promises, representations or other inducements have been made to me in connection with signing this Acknowledgment.

The terms of this Acknowledgment may be set aside, augmented, revised or modified only by a written instrument executed in the same manner. In the event of any inconsistency between the terms, conditions and obligations set forth in any application, agreements or other documents I have or may complete or execute at the request of Victory Media, on the one hand, and this Acknowledgment, on the other hand, the terms, conditions and obligations set forth in this Acknowledgment shall govern unless otherwise provided.

I recognize that Victory Media is based in Pennsylvania. I specifically agree that any disputes over this Acknowledgment shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. Jurisdiction and venue is limited in any proceeding to any court or arbitrator geographically located in Allegheny County, Pennsylvania.

I further agree that in the event that I choose to bring a legal action regarding any disputes over this Acknowledgment, I will not object to any petition or motion by a defendant requesting a transfer of the legal action to a court located in Allegheny County, Pennsylvania. Should I raise such an objection, I agree to pay the Company's attorneys and legal fees associated with any legal action brought by me in a state other than Pennsylvania.

**I HAVE READ THE FOREGOING ACKNOWLEDGMENT, UNDERSTAND THE TERMS AND CONDITIONS STATED THEREIN, AND AGREE TO THEM.**