

The 2016 Payoneer Entrepreneurship Awards Official Rules

Binding Agreement

To enter The Payoneer 2016 Entrepreneurship Awards (the “Contest”), you must agree to these Contest rules. Therefore, please read the following rules prior to entry to ensure you understand and agree. Submission of an entry to the Contest constitutes agreement to these rules, and Payoneer’s [Privacy Policy](#). You may not submit an entry to the Contest and are not eligible to receive the prizes described in the rules, unless you agree to the official Contest rules. These rules form a binding agreement between you and Payoneer with respect to the Contest.

About Payoneer

Payoneer Inc., a Delaware corporation, and Payoneer (EU) Limited, a Gibraltar company, are providers of payment processing services. Payoneer Inc. is a Money Service Business (“MSB”) registered with FinCEN and is a licensed money transmitter under the laws of various states in the United States of America. Payoneer (EU) Limited is authorized as an electronic money institution by the Gibraltar Financial Services Commission and licensed thereby to provide payments services. Payoneer (EU) Limited is a Gibraltar company (Registered number 105734) with its registered office at 57/63 Line Wall Road, PO Box 199, Gibraltar.

Definitions

Any reference in these Rules to “Payoneer”, shall refer to Payoneer Inc. or any of its affiliates and/or subsidiaries.

Any reference to “Payoneer Payment Services” shall refer to the products and services and any other features, and functionalities offered by us on our website at www.payoneer.com or through any other means.

Any reference in these Rules to “entrant” or “you”, shall refer to the person or entity enrolling the Contest by submission of the Contest entry form.

Privacy Policy

To enable your participant in the Draw, Payoneer requests and stores personal information applicable to you. If you choose not to provide this information, you may not be able to submit your participation to the Draw. The information you provide, and Payoneer's use of it, is subject to Payoneer's [Privacy Policy](#). By accepting these Rules, you will also be deemed to have accepted our Privacy Policy.

Contest Period

Entries can be submitted from Monday, November 16th, 2015, (PST) until Sunday, January 31th, 2016 at 11:59 pm (PST). No entries after this time will be accepted or permitted.

Submitted Work Content

THE CONTENT OF ANY WORK SUBMITTED IN CONNECTION WITH THIS CONTEST SHOULD NOT BE OFFENSIVE, UNLAWFUL, AND SHOULD NOT CONTAIN ANY ILLEGAL, OBSCENE AND/OR OBJECTIONABLE MATERIALS, INCLUDING NUDITY. ADDITIONALLY, THE CONTENT SHOULD NOT INFRINGE THIRD PARTY INTELLECUAL PROPERTY RIGHTS.

Who Can Enter

The Contest is open to people, ages 18 years and above.

How to Enter

1. The entrant must go to the Payoneer 2016 Entrepreneurship Awards page, and complete the Contest entry form in its entirety. Once the entry is sent to Payoneer, it is final and may not be modified, supplemented, or edited.
2. The submitted content must be the original creation of the entrant, and should not infringe upon any third party's personal or proprietary rights (such as, but not limited to, intellectual property rights and/or copyrighted content owned by others). The content should not contain unreleased people or property.
3. Content submitted in the Contest cannot promote or contain any alcohol, illegal drugs, tobacco, firearms/weapons, adult content or any activities that may be unsafe, dangerous, illegal or objectionable. Content cannot be obscene or offensive, and cannot defame, misrepresent, or contain disparaging or slanderous remarks about Payoneer, other people, products, or companies.
4. All Contest entries become the property of Payoneer upon submission.
5. An entrant will bear all costs associated with entry to the Contest, if applicable.
6. By entering the Contest, the entrant agrees that Payoneer shall be entitled to use his/her content any way and format Payoneer may deem useful.

Elimination

Any false information provided within the context of the Contest by any participant concerning identity, mailing address, telephone number, email address, ownership of rights, or non-compliance with these rules or the like may result in the immediate elimination of the participant from the Contest. Payoneer further reserves the right to disqualify any entry that it believes in its sole and absolute discretion infringes upon or violates the rights of any third party, otherwise does not comply with these rules, or violates any applicable law.

Winner Selection

Payoneer shall select and award ten (10) prizes to participants in the Contest, as follows:

- (i) "Entrepreneur of the Year" – Ten (10) winners

Prizes

Entrepreneur of the Year: \$1000.00

Winner Notification

Winners will be announced on Payoneer's official social media channels and contacted by email. Prizes will be awarded within 30 days of announcement. Winners must show a picture identification ID to claim the prize. Payoneer reserves the right to examine additional identification and may choose to accept or deny awarding the prize based on the identification presented.

Waiver and Release

1. By participating in the Contest, each participant and winner waives any and all claims of liability against Payoneer, and its employees and agents, their respective employees and agents, for any personal injury or loss whatsoever that may occur from the conduct of, or participation in, the Contest, or from the use of any prize.

2. By participating in the Contest, each participant authorizes the use, without additional compensation, of his or her name and/or likeness and/or photograph and place of residence, and the use of his/her Payoneer 2016 Entrepreneurship Awards content submitted, for promotion and/or advertising purposes, in any manner and any medium (including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet, including any promotion on official social media channels such as Pinterest, Twitter, Instagram and Google+; and picture data storage), which Payoneer may deem appropriate. The participant authorizes the posting of his/her name and picture on Payoneer's Facebook page, Payoneer's website, and on any other and medium that Payoneer deems appropriate.

Additional Rules

1. Payoneer is not liable for any lost or stolen submitted content, prizes, or contest information.

2. By participating in the Contest, participants agree to be bound by the decisions of Payoneer judges. Payoneer reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. Payoneer will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and Payoneer decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, or by any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of Payoneer, Payoneer reserves the right to terminate this Contest, or make such other decisions regarding the outcome as Payoneer deems appropriate. All decisions will be made by Payoneer and are final.

3. Payoneer reserves the right, in its sole discretion, to modify, withdraw, suspend, or terminate this Contest at any time without prior notice.

4. Payoneer is not responsible for lost, late, destroyed, incomplete, unreadable, corrupted, or misdirected entries; printing errors; Internet malfunction; server unavailability; or computer or any other electronic or telecommunications malfunction. Similarly, Payoneer does not have any obligation to advise entrant of any late, destroyed, corrupted, or otherwise incomplete entry.

Intellectual Property Rights

1. By submitting an entry, contestants thereby grant to Payoneer and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted content or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Payoneer include, but are not limited to, the right to resize, crop, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted content.

2. By submitting an entry, entrants thereby represent and warrant that the submitted content, does not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party.

3. Entrants acknowledge and agree that Payoneer should have no obligation to post, display, use, or otherwise make publicly available any content submitted by the entrant, and may, in its sole discretion, remove, edit, modify, or delete any content that the entrant submits.

Waiver of Liability and Agreement to Indemnify

By submitting any entry to the 2016 Payoneer Entrepreneurship Awards Contest, each entrant, its, his, her or their heirs, successors and assigns thereof releases, discharges and covenants not to make a claim against Payoneer, its subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns related in any way to the entry, the Contest, or the submitted content, and the use, incorporation or exploitation of any of the foregoing for any purpose described herein. Entrant waives and foregoes the right to seek injunctive relief against anyone relating in any way to the entry, the Contest, the submitted content or the use, incorporation, or exploitation of any of the foregoing for any purpose described herein. Entrant agrees to indemnify and hold harmless Payoneer from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by entrant of any representation made in the entry or by virtue of submitting the entry.

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 incurred by the entrant due to Payoneer's breach of its obligations hereunder. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Payoneer in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules.