

The Insiders Simmons Campaign Insiders Participation Conditions

The Insiders Simmons Campaign is run and operated by The Insiders as a subsidiary of GrapeVine US. “The Insiders” and its subsidiaries are not responsible for functional or other problems in this campaign arising from it or caused by elements that cannot be controlled by either company. It is the responsibility of each participant to ensure that his products are protected and in good condition. This trial campaign is not offside any contest regulations and any applicable law. Participation in this campaign implies the unconditional acceptance of these rules as well as clear action by the participant:

- Writing a product review is mandatory.
- Completion of the end survey is mandatory.
- Please note product returns are not accepted by The Insiders or it’s subsidiaries.
- Adherence to the Insiders ‘Code of Conduct’ is mandatory. A detailed description of these policies can be found below.
- All other necessary agreements entered into by the Insider upon subscription can be found in the sections outlined below:

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Campaign Overview

As a participant in the Insiders Simmons campaign, you have the privilege of using a Simmons mattress to trial during the campaign period and in exchange, agree to complete the word of mouth activities set forth in your campaign letter which you will receive electronically. Additionally, it is important for you to write a detailed product review and share it online after receiving approval from your review coach. The completion of the end survey is mandatory and will be put online at the end of the campaign, and you will be advised of this via the email address on file for your account and on our campaign blog. The end survey must be completed by the end date communicated at its publication.

Campaign Dates

The duration of the campaign is clearly stated on the website and via the blog posts. Participants will be able to participate in the Simmons campaign for a period of 5 weeks.

Registration

You can apply to take part in this campaign by subscribing at www.theinsidersnet.com. Prospective applicants must complete the campaign entry survey questions truthfully and in full during the subscription phase to be eligible for consideration.

Returns and Exchanges

Please note for any campaign in which you receive the product directly from The Insiders, all product returns are to be completed through The Insiders in accordance with our set guidelines communicated prior to submitting your product deposit. For any campaign in which you purchase your product via a third party retailer in exchange for a rebate, you must complete your product return in accordance with the third party retailers' return or exchange policy, while ensuring doing so does not inhibit you from completing your campaign activities in the time allotted. If your product purchased from a third party retailer requires an exchange or repair at any point during the duration of the campaign, please notify the Insiders support team at infousa@theinsidersnet.com to ensure expectations are set in regard to review timelines and campaign participation.

The Insiders Website

GrapeVine US, operating as The Insiders, and its subsidiaries cannot be held liable for direct, indirect or incidental damage resulting from use of the website or information obtained via the website. The website, as well as the content of its texts, images, graphics, sound files, animations, video recordings, data organization and databases which may have been included (i.e. the information) remain the intellectual property of The Insiders. The information is protected under the Act of 30 June 1994 covering its copyright and related rights, and by the entirety of the regulations applicable to intellectual property. You have the right to consult the information on the website for private and personal use and/or to download it. Any other use, including but not limited to the reproduction, dissemination, making available to the public and/or re-use in any form, in whole or in part, temporarily or permanently, of the site or the details of The Insiders is strictly forbidden without the prior written permission of The Insiders.

Third party websites

Our company's websites include links to other external websites including but not limited to Facebook, Twitter, YouTube, the websites of our clients, merchants and/or external retailer websites, all of which we do not garner control over. The Insiders and its subsidiaries are not responsible for the content on these websites and therefore cannot be held liable for any loss or damages incurred from accessing them. It is the responsibility of our members to reference the terms and conditions policies of any external website they access from our site.

Payment & Deposit Details

Please note that upon subscribing to this campaign, no deposit is required. Once the subscription period is closed, a **preselection** of campaign participants will be made. If preselected, you'll receive an **e-mail with payment information** on how to secure your spot. Failure to comply in the timeframe allotted may void your selection in the campaign.

Users & Privacy

All details will be treated with the utmost confidentiality. Personal information about participants will only be passed to third parties with explicit permission from the participant. [See our full Users & Privacy policy here.](#)

Participant Selection

Participants will be selected for this campaign based on specific criteria set by our client. The selection will be made by The Insiders, and is binding and final. Failure to be selected will have no bearing on any subsequent applications or participation in other campaigns. This manner of selection is necessary as the number of candidates is often far higher than the number of available places.

Product Liability

Our Company is in no way liable for immediate or consequential damage as a result of use - or ineffectuality of use - of products. As an intermediate party between our consumers and our clients, we are not liable for the tested products themselves, in terms of experience, defects, guarantee or any other direct or indirect damage, as this remains under the responsibility and liability of the manufacturer directly, as are all necessary technical, chemical, medical, pharmaceutical or other tests / investigations, analyses, or product recalls of the test product that have been carried out. Our company is not liable towards participating members in any way related to the product usage and members will not assert any claims to our Company, affiliated companies or employees. Members are responsible themselves to read carefully all provided information by the manufacturer and to use the product correctly and at own risk. Our company is also not liable for loss, damage or inability to deliver promised goods. Our company reserves the right to withdraw products at any time or change campaign conditions to participate.

Campaign Competitions

The Insiders may choose at their discretion to run competitions for the campaign participants from time to time during the period of the campaign. The criteria on which competitions are set-up, participants are selected and awarded, competitions judged and winners are chosen are wholly at the discretion of The Insiders, and they have no obligation to share or explain details of the criteria used.

Code of Conduct

Participation as a member in the Community is subject to the following Code of Conduct, in both offline conversations and online postings when participating in advocacy and influencer campaigns:

- **Be Honest:** Word of mouth only works if it is honest. You are free to express your own opinion about a product, positive or negative, but please be civil in doing so 😊
- **Provide us with feedback:** You are our eyes and ears! Stay in touch and send us feedback about your experiences and others' opinions.
- **Disclosure:** Transparency is a powerful thing. By being open and stating clearly that you are an Insider, you build trust and establish yourself as an honest source.
- **Online Communication Regulations & Disclosures:** Members must follow all FTC disclosure guidelines: (<https://www.ftc.gov/news-events/press-releases/2013/03/ftc-staff-revises-online-advertising-disclosure-guidelines>) and endorsement/ testimonial guidelines: (<https://www.ftc.gov/news-events/press-releases/2009/10/ftc-publishes-final-guides-governing-endorsements-testimonials>) when completing personal posts or posts for our company. Our company requires all participants to disclose the fact that they are providing their feedback and opinions as part of a promoted campaign. We provide in-campaign training and Galaxy Watching to ensure members fully understand these guidelines. In addition, to remain FTC compliant, if content is modified in any way after the close of the campaign, the required disclosure must remain intact.

- **Be Active:** This means sending feedback regularly, following guidelines and engaging in campaign activities. We put a lot of effort in generating great campaigns for you, which is why being active is crucial. Additionally, this will increase your chances of future campaign participation, whereas no or limited activity will result in removal temporarily or fully from our community.
- **Be Responsible:** As an influencer within your group of friends, bear in mind that some campaigns have age restrictions (e.g. campaigns involving alcohol, adult content, pharmaceutical products etc.). Be aware of this when sharing samples, handing out coupons, taking photos etc.
- **Be Respectful:** Since we are an open community, you are free to express your own opinion. Nevertheless, don't forget your opinion is visible for everyone to read. Therefore, we ask you to be polite and avoid derogatory, inappropriate or aggravated comments or speech that is disruptive to our Insiders community. Members are required to show respect to one another regardless of race, religion, sexual orientation, etc. Any communication deemed in violation of these policies will be removed from our channels and the member responsible will be removed indefinitely.
- **Be Creative:** All content produced by you is 100% original and will be regarded with high standards. We do not tolerate plagiarism or stealing of photos, video, written reviews or other content. Members must always give credit where credit is due when applicable and submit original content when it is required.
- **Have fun:** Participating in a campaign is an exciting journey you want to share with friends and family!

User Generated Content

When participating in this campaign you will have the opportunity to demonstrate your ambassador activity by posting content online which includes but is not limited to images, videos, reviews, testimonials, tweets and other media formats (hereafter called "user generated content"). By participating in this campaign, you agree that The Insiders and its subsidiaries can utilize any and all of the user generated content in marketing activities whether for or related to this campaign or for or related to any other marketing activities whatsoever and you hereby waive any intellectual property rights, to include but not limited to copyright, to the user generated content.

Termination

Both members (by going to the "My Profile" section of the website) and Our Company reserve the right to terminate the service at any time. Our company cannot be held liable by a member or third parties as a result of closing an account. Please note anyone wishing to close their account during a campaign in which they are a participant must still adhere to the campaign conditions and return dates and policies as stated and agreed to by the participant at the start of the campaign. Additionally, we may terminate any member for any reason, at any time due to misconduct or failure to adhere to the terms set forth here. Misconduct or misuse of campaign materials or products received, as well as harassment or abuse of other members of the Insiders community will result in immediate termination. All sections of this agreement intended to survive termination by nature of the requirements set forth shall survive termination of these terms and conditions.