



OFFICIAL CONTEST RULES

Terms and Conditions:

These are the Official Rules for the Creople "Jingle Contest" ("Contest") offered by 2cre8 LLC ("Sponsor"), a New Jersey Corporation with principal place of business at 432 E. Sylvan Place, Haworth, NJ 07641 USA. By entering the Contest, entrants and parents/guardians of entrants agree to be bound by these Official Rules and all decisions of Sponsor and Contest judges related to the Contest, which shall be final and binding on all entrants and parents/guardians of entrants.

- **Description of the Contest:** The Contest is designed to encourage eligible children to use their musical creativity to create a 30 second jingle to represent the Creople iPhone game application. Judges will choose the winning entries and prizes will be awarded in accordance with these Official Rules.
- **Binding Agreement:** In order to enter the Contest, you must agree to these Official Rules ("Rules"). The Rules consist of the terms and conditions on this page and the Entry Form and Consent Form ("Contest Materials"). Eligible entrants must obtain the prior permission of your parent and/or legal guardian and your parent and/or legal guardian must also agree to these Rules on their and your own behalf before you can enter this Contest. Because you will be bound by these Rules and these Rules will form a legally binding agreement with respect to this Contest, please read them carefully. You may not submit an entry to the Contest and you will not be eligible for the prizes described in these Rules unless you agree to these Rules. You agree that registration for this Contest and/or a submission of an entry in the Contest constitutes your agreement to these Rules.
- **Eligibility: No purchase is necessary to enter the contest. Only one entry per child is permitted.** This Contest is open only to residents of the 50 states of the United States of America. All entrants must be children K-12 (including home schools of these grades) ("Entrants") in the 50 U.S. states. Internet access is required to register for the Contest. Entrants must have obtained their parents' or legal guardians' prior permission before entering, and their parents and/or legal guardians must have consented to be bound, on their children's and on their own behalf, to these Rules. The Entrants must also agree to participate in any Media Activity, as outlined in "Media Activity" below. Employees, interns, contractors, and official office-holders, as well as their immediate families, of Sponsor, its affiliates, and any representatives or agencies of Sponsor or other persons professionally connected with the Contest are not eligible to participate. This Contest is void where prohibited.
- **Contest Period:** The Contest begins at 12:00 AM Eastern Standard Time ("EST") on November 1, 2009 and ends on 11:59 PM EST on December 31, 2009.
- **How to Enter:** Parent/guardians of participating children must first register on the Creople Web site (www.creopleworld.com) ("Web site #1") starting 12:00 AM EST on November 1, 2009. For purposes of the Contest, "receipt" of an Internet entry occurs when Sponsor's servers record the entry information resulting from the Entrant clicking the "SUBMIT" button. You agree that registration for this Contest and/or a submission of an entry in the Contest constitutes your agreement to these Rules and its Terms and Conditions. A confirmation e-mail will be sent requesting you to confirm your e-mail address by clicking on the link within the e-mail. Web site #1 will then validate you as an official Entrant. Contest Materials and instructions on how to participate in the Contest will be provided on Web site #1 once validated. Entrants will also be notified that they should submit their entries on Creople's YouTube account ("Web site #2") and not to Web site #1 and/or Sponsor. Entries sent by means other than to Web site #2 and/or by anyone other than the child and their parent/guardian will not be considered eligible entries. Submissions must also be complete (as determined by Sponsor), and be in English. All entries must be submitted no later than 11:59 PM EST on December 31, 2009. An entry that does not meet these specifications will be rejected and will not be eligible for the Contest. In addition, entries should be in good taste, and should not contain any material that is defamatory, discriminatory, racist, sexist, violent, obscene, offensive or objectionable, or any material that would violate the copyright, trademark, or other intellectual property right of any third party, or violate the privacy or publicity rights of any third party. Sponsor reserves the right in its sole discretion to reject any entry that does not conform to these requirements. Each Entrant is allowed to submit only one jingle.
- **Entry Submission:** Entrants represent and warrant that their entries are original to them (music and lyrics), that they have the right to grant the licenses to Sponsor specified herein, and that the entry does not infringe or violate any copyright,

trademark or other intellectual property right or any privacy or right of publicity of any third party, and are not obscene, defamatory or otherwise in violation of any applicable law. Entrants agree to defend, indemnify and hold harmless Sponsor Entities from any and all losses, expenses, claims or liabilities arising out of a breach of this representation or warranty.

All entries become the property of Sponsor and will not be acknowledged or returned. Entrants agree that Sponsor shall have a worldwide royalty-free, non-exclusive, fully-transferable right to reproduce, display, publish and otherwise use their entries and their Video in any and all media or formats in connection with the advertising, marketing or promotion of the Contest, without further compensation to the Entrant. Sponsor is not liable for entries that are lost, late, misdirected, garbled, incompletely received, mutilated, or illegible, for any reason. Sponsor reserves the right to modify, extend, suspend or terminate this Contest in its sole discretion with or without cause, and with or without notice.

- **Conduct:** By entering the Contest, you agree to comply with and be bound by these Official Rules, which will also be posted on the Web site. Failure to comply with these Rules may result in disqualification from the Contest. You further agree to comply with and be bound by the decisions of the judges, which are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Sponsor property or service; or (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, ownership of right or non-compliance with the Rules may result in the immediate elimination of an Entrant from the Contest. Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon any law or otherwise does not comply with these Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PROPERTY OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, 2CRE8 RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- **Judging and Selection of Winners:** Public voting via Web site #2 will be open during the Contest period which begins 12:00 AM EST November 1, 2009 to 11:59 PM EST on December 31, 2009. Of the receiving Top 10 highest votes casted on YouTube, sponsor and judges will then narrow it down and choose one Grand Prize Winner, one Second Prize Winner and three runner ups. From among the Top 10 Finalists, prize winners will be selected at the sole discretion of sponsor and judges. Judges' decisions are final. All entries will be judged based on the following judging criteria: 1) artistic merit, 2) creativity, 3) relevance to the Creople iPhone and iPod Touch game application, 4) appropriateness, and 5) whether the submissions adhered to these Rules. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If any winner is not able for whatever reason to accept their prize, then Sponsor reserves the right to award the prize to another Entrant. Winners will be notified via their parents/guardians by e-mail on or before January 15, 2010.
- **Prizes:** The Grand Prize Winner will receive \$1,000.00, their winning jingle recorded and featured on the upgraded Creople iPhone game and the Creople Web site, a Creople T-shirt and sponsorship prizes. The 2nd Prize Winner will receive \$500.00, a Creople T-shirt and sponsorship prizes. The 3 Runner-Ups will each receive a \$100.00, a Creople T-shirt and sponsorship prizes.

Winner(s) may be required to sign an affidavit of eligibility, a publicity release (where permitted by law), and a liability release, which must be signed and returned within 14 days of the date on the prize notification or the prize will be forfeited and an alternate winner will be chosen. Income and other taxes, if any, on the value of the prize, as well as any other incidentals or costs associated with claiming the prize are the sole responsibility of the winner. Sponsor may issue a Form 1099 to the winner for the approximate retail value of the prize for any prizes of \$600 or more. There is no cash alternative and the prizes must be taken as offered. Sponsor reserves the right to substitute prize(s) of an equivalent value should the prizes become unavailable for any reason. Prizes are not transferable.

- **Media Activity:** By participating in this Contest, you agree and hereby grant Sponsor permission to use, copy, modify and make available your submissions to the public (with or without attribution to you) for any purpose, such as, but not limited to, press and media communications, without further compensation to you. You also agree to participate in any media or promotional activity regarding the Contest. If you are a winner, you agree that Sponsor may use your name and likeness to administer and promote the Contest and to conduct media interviews and promotional events. By entering and/or by accepting the prize, each entrant agrees to release Sponsor Entities, their affiliates, and any of their directors, officers, employees and agents from any and all liability arising out of his/her participation in this Contest and the awarding, receipt, use and/or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Winner acknowledges that Sponsor does not make any warranties, express or implied, relating to the prize itself and that Sponsor expressly disclaims the implied warranties of merchantability and fitness for a particular use.
- **Privacy Notice:** By participating in this Contest, you agree that we can collect your personal information, and that if we cannot collect the required data, you may not be eligible to participate in the Contest. Any personal information collected

during the course of the competition by Sponsor will only be used for administering this Contest and for other purposes as outlined in these Rules, and will be subject to the practices described in the Sponsor Privacy Policy. You will have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor (Attention: Privacy Matters) at the Sponsor address listed above.

- **General Conditions:** This Contest is governed by the laws of the State of New Jersey, United States. All federal, state and local laws and regulations apply. By participating in this Contest, you agree to be bound by the terms of these Official Rules and by Sponsor's decisions, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within fifteen (15) days of attempted first notification will forfeit his or her prize. Potential prize winners may be required to sign, notarize and return an Affidavit or Declaration of Eligibility, a Liability/Publicity Release, an I.R.S. Form W-9, and provide any additional information that may be required by Sponsor. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. Entrants certify that their entry is original and that they are the sole and exclusive owner and rights holder of the submitted entry (or if they are not sole and exclusive owner and rights holder of the submitted entry, that they have obtained the necessary permission to include the entry in the Contest) and that they have the right to submit the entry in the Contest. Each entrant agrees not to participate in the Contest in any manner that might (1) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violate applicable law in any countries in the world. No Recourse to Judicial or Other Procedures: To the extent permitted by law, the rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.
- **LIMITATIONS OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SPONSOR AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SPONSOR AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH SPONSOR WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SPONSOR, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE CONTEST AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.
- **Third Parties:** Sponsor is not responsible for the policies, actions, or inactions of others, including your School, that might prevent you from entering, participating, and/or claiming a prize in this Contest.
- **Internet:** Each entrant agrees that he/she shall not upload, post or transmit any materials to the Sponsor Web sites which contain any computer viruses, Easter eggs, worms, Trojan horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of Contest materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to display Contest materials on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

- **Severability:** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- **Winner List:** The names of the winners will be posted on the Web site on or before January 15, 2010. For a winner's list, send a stamped, self-addressed envelope after January 15, 2010 to: 2cre8 LLC, 432 E. Sylvan Place, Haworth, NJ 07641 Attn.: Kathy Meyer.

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