



2010

FREE THE BOWL™ VIDEO CONTEST - SUBMISSION AGREEMENT

IMPORTANT: This Submission Agreement (the "Submission Agreement") is made between You and The Marin Institute, Inc., a California non-profit corporation ("Sponsor") in connection with Your submission of Submission Materials to the Contest. The terms "Submission Materials" and "Contest," and all other terms capitalized but not defined in this Submission Agreement, shall have the meaning assigned to such terms in the Official Rules, and this Submission Agreement is incorporated by reference into the Official Rules. "You" and "Your" shall mean the reviewer of this Submission Agreement and Official rules and any Entrant(s). You should read and understand the Official Rules before providing any Submission Materials to Sponsor or otherwise in connection with the Contest.

SPECIAL NOTE FOR INDIVIDUALS UNDER THE AGE OF 18 OR WHO ARE MINORS IN THEIR RESPECTIVE STATES OF RESIDENCE: If You are under 18 or are a minor in Your state of residence, You must have Your parent or guardian review and agree to this Submission Agreement by clicking the "I ACCEPT" button on Your behalf. BY CLICKING "I ACCEPT," YOU REPRESENT AND WARRANT THAT YOU EITHER (A) ARE OVER THE AGE OF 18 AND NOT A MINOR IN YOUR STATE OF RESIDENCE, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT; OR (B) ARE THE PARENT OR GUARDIAN OF A CHILD WHO IS UNDER THE AGE OF 18 OR WHO IS A MINOR IN HIS OR HER STATE OF RESIDENCE AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOUR CHILD. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO SPONSOR AND DO NOT PARTICIPATE IN THE CONTEST.

1. License to Submission Materials

For clarity, as between You and Sponsor, You will retain ownership of Your Submission Materials, provided, however, that if the Submission Materials incorporate any content owned by any Contest Entity (as defined in the Official Rules), such content will continue to be owned by

such Contest Entity, and nothing herein authorizes You to use such content for any purpose. By submitting Your Submission Materials, You grant to Sponsor a world-wide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable, and fully sub-licensable (through multiple tiers) license, without additional consideration to You or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor through multiple tiers) Your Submission Materials, any ideas accompanying, related to, or embodied in Your Submission Materials, and any materials embodying, incorporating, or derived from Your Submission Materials, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, mobile, and wireless media); (b) create derivative works from Your Submission Materials and incorporate Your Submission Materials into other works or into Sponsor's, or their respective designees' products or services, including without limitation by embedding or incorporating advertisements into, before, or after, or displaying advertisements adjacent to or otherwise in connection with, the Submission Materials; (c) rate, review, evaluate, and judge Your Submission Materials and permit third parties to do so; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to Your Submission Materials; (e) use Your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with Your Submission Materials; and (f) use Your Submission Materials for the purpose of promoting the Contest and for any other advertising or promotional purposes. The foregoing license shall survive any termination or expiration of this Submission Agreement for any reason.

All Submission Materials will be deemed to be non-confidential and may be used on a non-restricted basis. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 1, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

2. Waiver

To the maximum extent permitted by law, You agree to forever release, discharge, and waive all claims against each of the Sponsor, and each of the other Contest Entities from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against any Contest Entity or Sponsor with respect to, any Losses (as defined in the Official Rules) that relate in any way to this Submission Agreement or the Submission Materials or any Entries, including without limitation any claim for idea misappropriation. Additionally, You hereby waive any and all rights that You may have under any laws or statutes worldwide that concern "moral

rights" or "droit moral," in connection with Your Submission Materials and Entries (as defined in the Official Rules).

3. Consideration

You acknowledge and that You have received good and valuable consideration in exchange for the rights granted by You hereunder in and to the Submission Materials, including without limitation the opportunity to win a prize, and the possibility that publicity or favorable exposure may arise from Sponsor's use of the Submission Materials or Entries incorporating or embodying the Submission Materials. You acknowledge and agree that You are not entitled to any further compensation for any use or other exploitation by Sponsor or any other party (including without limitation any Contest Entity) of the Submission Materials or Entries.

4. Representations and Warranties

You represent and warrant that: (i) all information that You provide in connection with the Contest, including without limitation any registration information, is and will remain true, accurate, and complete; (ii) You have the legal right and authority to enter into this Submission Agreement with Sponsor; (iii) You have complied and will comply with the Official Rules; (iv) You have not submitted and shall not submit Your Submission Materials to any other video site or service, or any other contest, festival, or promotion, whether online or otherwise; (v) the Submission Materials are all Your original, sole work; (vi) You solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Submission Materials and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in the Submission Materials, You have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant the rights and licenses set forth herein, and You will provide such clearances to Sponsor upon request; (vii) You have obtained the written consent, release, and/or permission of every identifiable individual who appears in the Submission Materials, to use such individual's name and likeness for purposes of using and otherwise exploiting the Submission Materials in the manner contemplated by this Submission Agreement, or, if any such identifiable individual is under the age of 18 or is a minor in his or her state of residence, You have obtained such written consent, release and/or permission from such individual's parent or guardian, and You will provide such consents, releases and/or permissions to Sponsor upon request; (viii) the Submission Materials, and the use thereof by the Contest Entities and their respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights (including without limitation rights of privacy or publicity) of any third party; (ix) the Submission Materials are not confidential and do not contain any confidential information; and (x) in creating the Submission

Materials, preparing them for the Contest, entering the Contest, and submitting Your Submission Materials to the Contest, You (A) have complied and will comply in all respects with all applicable laws, rules, and regulations and (B) have not violated and will not violate any understanding by which You are explicitly or implicitly bound (including without limitation any agreement with any third party).

You represent and warrant that Your Submission Materials do not and shall not contain any material that, in Sponsor's sole discretion: (i) impersonates any person or entity, or falsely states or otherwise misrepresents Your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about You or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate; (v) constitutes a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, the FREE THE BOWL™ 2010 Video Contest Web Site, the Contest, or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any material, non-public information about a company.

Sponsor reserves the right (but not the obligation), in its sole discretion, to verify, whether prior to processing the Submission Materials or at any other time, that all necessary rights, clearances, consents, releases, and/or permissions in or relating to the Submission Materials have been obtained. Sponsor reserves the right to disqualify You, and to refuse or reject Your Submission Materials and/or Entries, if Sponsor determines at any time, in its sole discretion, that all necessary rights, clearances, consents, releases, and/or permissions have not been obtained by You. You agree to cooperate with Sponsor in any verification or inquiries related to the foregoing. This Section 4 shall survive any termination or expiration of this Submission Agreement for any reason.

5. Indemnity

Without limiting Section 5(d) of the Official Rules, You agree to indemnify and hold harmless Sponsor and each of the other Contest Entities, and the respective employees, officers, directors, shareholders, agents, representatives, vendors, suppliers, and third party service

providers of the foregoing, from and against any and all Losses arising, in whole or in part, directly or indirectly, out of or in connection with: (a) any use or other exploitation, or failure or omission to use or otherwise exploit, Your Submission Materials or Entries; (b) Your use of or access to, or Your inability to use or access, the FREE THE BOWL™ 2010 Video Contest Web Site, or the contest-related YouTube Site (c) any breach by You of any covenant, representation, or warranty set forth in this Submission Agreement; or (d) any claim that Your Submission Materials or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party (including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing).

6. Limitation of Liability

To the extent permitted by applicable law in no event will Sponsor or any other Contest Entity be responsible or liable for any damages or losses of any kind, including without limitation indirect, incidental, consequential, or punitive damages, arising out of or related to this Submission Agreement or Your Submission Materials or Entries, even if a Contest Entity has been advised of the possibility of such damages.

7. Severability

If any provision of this Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Submission Agreement will be interpreted and construed as if such term, to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Submission Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

8. Assignment

This Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be transferred or assigned by Sponsor without restriction.

9. Printed Copy

At any time upon Sponsor's request, You agree to execute a non-electronic hard copy of this Submission Agreement and/or the Official Rules.

10. Survival

The licenses and rights granted and assigned by You in and to the Submission Materials and Entries, and Your waiver of claims with respect thereto, shall survive any termination of this Submission Agreement for any reason. In addition, all warranties, indemnities, and all provisions of this Agreement that may reasonably be interpreted or construed as surviving the termination of this Agreement shall survive the termination of this Agreement for any reason.

FREE THE BOWL™ CONTEST - OFFICIAL RULES

The FREE THE BOWL™ 2010 Video Contest (the "Contest") is sponsored by The Marin Institute, Inc., a California non-profit corporation, 24 Belvedere St. San Rafael, California 94901 (the "Sponsor") and is operated through the FREE THE BOWL™ 2010 Video Contest Web Site located at <http://www.freethebowl.com> (the "FREE THE BOWL™ 2010 Video Contest Web Site") and the contest-related YouTube, Inc.'s world wide web site located currently at <http://www.youtube.com/> (the contest-related "YouTube Site"). The Contest begins on December 1, 2009 at 9:00 a.m. Pacific Standard Time ("ET") (the "Start Date"), and ends on January 26, 2010 at 11:59 p.m. PST (the "End Date") (such period, the "Contest Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS CONTEST.

ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE CONTEST.

Eligibility in General. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. **The Contest is open to individuals or groups of individuals who are, as of the Start Date, (i) legal residents of one of the fifty (50) United States or the District of Columbia, and (ii) between the ages of 13 and 25. Entries will be accepted in two categories defined by age of participants: 1) Individuals or a group of individuals between the ages of 13 and 20; 2) Individuals or a group of individuals between the ages of 21 and 25.**

VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, directors, shareholders, agents, and representatives of Sponsor, subsidiaries, licensors, and advertising and promotional agencies (the foregoing entities, the "Contest Entities") and of YouTube, Inc. and its respective affiliates, subsidiaries, licensors, and advertising and promotional agencies, and the immediate family members and members of the same

households of any such employees, officers, directors, shareholders, agents, and representatives, are not eligible to participate in the Contest in any manner except as otherwise expressly provided herein (e.g., as non-Entrant individuals judging Entries during specific stages of the Contest) or to win any prize. In addition, the Contest is only open to participation by amateur filmmakers (for example, individuals who are not members of the Directors Guild of America and who do not earn income directing motion pictures). Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual to participate or continue to participate in the Contest, or to disqualify any individual it suspects to be tampering with the entry process or the operation of the Contest, or the FREE THE BOWL™ 2010 Video Contest Web Site, to be in violation of any terms and conditions governing the use of the FREE THE BOWL™ 2010 Video Contest Web Site (collectively, "Terms of Use") or any privacy policies governing the submission of information through the FREE THE BOWL™ 2010 Video Contest Web Site (collectively, "Privacy Policy"); to be in violation of these Official Rules; to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, THE CONTEST-RELATED YOUTUBE SITE, OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT (S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION. By participating in the Contest in any manner, You agree to be bound by these Official Rules and by all decisions of Sponsor, which decisions shall be final and binding in all respects. Sponsor reserves the right to disqualify any Entrant if, in Sponsor's sole discretion, such Entrant is ineligible, unable, or unwilling to continue his or her participation in the Contest.

1. Registering to Participate in the Contest

Beginning on the Start Date, individuals or groups may register online for participation as Content entrants (each such participant, an "Entrant"). Each participant who wishes to enter the Contest will, in order to be eligible to participate in the Contest as an Entrant, be required to upload their entry to the FREE THE BOWL™ 2010 Video Contest Web Site; upload his or her Submission Materials (as described below) through the FREE THE BOWL™ 2010 Video Contest Web Site; provide additional Contest registration information including name, birth date, address, other contact information; and affirmatively indicate his or her acknowledgement and acceptance of these Official Rules, as well as the terms and conditions of Sponsor's Submission Agreement (the "Submission Agreement," located at <http://www.freethebowl.com> which is

hereby incorporated herein by this reference) and all other terms and conditions governing the Contest, and the FREE THE BOWL™ 2010 Video Contest Web Site, at the time of registration. No individual or group may register as an Entrant more than once. Any attempt to enter the Contest more than the number of times permitted herein by using multiple/different email addresses, identities, usernames, registrations or logins, or by any other means, may void all such participant's Entries, and such participant may be disqualified. In the event of a dispute as to the origin of an Entry, the authorized account holder of the email address used to register as the applicable Entrant will be deemed to be the Entrant. Potential winners may be required to show proof of being the authorized email address account holder, as determined by Sponsor in its sole discretion.

2. SUBMISSIONS

Submission Materials and Entries. An Entrant's participation in the Contest involves the submission of Entrant's audiovisual materials through the FREE THE BOWL™ 2010 Video Contest Web Site (such materials, Entrant's "Submission Materials"). Once the Submission Materials have been deemed entered into the Contest by Sponsor in its sole discretion, such Submission Materials will be deemed to be an "Entry" by such Entrant for purposes of the Contest.

a. Submission Requirements

In order to be deemed eligible for the Contest, all of an Entrant's Submission Materials must meet all of the following requirements (collectively, the "Submission Requirements"): (i) all Submission Materials must comply with all of the terms, conditions and requirements set forth in these Official Rules, the Submission Agreement, and the Terms of Use; and (ii) all Submission Materials must be submitted through the area of the Contest Site designated for Contest submissions, and must adhere to the individual and total file size and file length limitations, file type requirements, and other criteria and limitations set forth therein; (iii) all Submission Materials must be no less than 30 seconds nor longer than 60 seconds in length; (iv) submission video title *must* be preceded by "**FREE THE BOWL™ 2010 Contest**" (Example: "**FREE THE BOWL™ 2010 Contest** – *your title here*"); (v) minimum, one (1) fact must be used in video from the **FREE THE BOWL™ 2010 Contest Fact Sheets** [pdf].

b. Submissions

Submission Materials may be submitted to the Contest beginning at 9:00 a.m. PST on the Start Date and ending at 11:59:59 p.m. PST on January 26, 2010. **LIMIT ONE (1) SUBMISSION OF SUBMISSION MATERIALS PER ENTRANT DURING THE CONTEST PERIOD.** All Submission Materials will be deemed to be non-confidential and may be used on a non-restricted basis. All Submission Materials must be the submitting Entrant's original, sole work, and must link to Submission Materials uploaded by Entrant. Any Submission Materials that fail to fulfill all of the Submission Requirements, eligibility criteria, and other requirements set forth in these Official

Rules may, upon Sponsor's discovery of such failure, be subject to disqualification from the Contest and may not be entered into the Contest. No changes may be made to Submission Materials once they have been submitted, therefore, please ensure that Your Submission Materials are in compliance with these Official Rules before submission. No responsibility is assumed by Sponsor for lost, late, incomplete, illegible, inaccessible, corrupted, or otherwise unusable Submission Materials or Entries; any computer, telephone, cable, network, satellite, server, service provider, electronic or Internet hardware or software malfunctions, failures, connections, or availability; garbled or jumbled files or transmissions; service provider, Internet, web site, or software inaccessibility or unavailability (including any inaccessibility or unavailability of the FREE THE BOWL™ 2010 Video Contest Web Site, or the contest-related YouTube Site); Internet traffic congestion; or unauthorized intervention. Throughout the Contest Period, Sponsor shall have the right to take whatever actions Sponsor deems necessary or appropriate in its sole discretion to protect the Contest Entities and the operation of the Contest, including without limitation the disqualification of the Entrant who submitted such Submission Materials or to whom such Entry is attributable. Entrant may not submit identical or substantially similar Submission Materials more than once during the Contest Period.

3. THE CONTEST

Determining the Finalists. Starting on January 26, 2010 and ending on or about February 4, 2010, such period, the "Finalist Determination Period"), Sponsor) (the "Judges") will judge the eligible entries received, based on the criteria of creativity, originality, aesthetic value, contest-related YouTube Site ratings, and number of views, to determine their top 3 Entries in each age category. (Additionally, throughout the Contest Period, visitors to the FREE THE BOWL™ 2010 Video Contest Web Site and contest-related YouTube Site will be able to "rate" eligible Entries made available through the contest-related YouTube Site, using rating means made available by YouTube through the YouTube Site, and the Judges may, in their discretion, use these ratings in connection with the judging process.) Such top 6 Entries will be deemed to be the "Finalist Entries," and the Entrants who submitted the Finalist Entries will be deemed to be the "Finalists." Sponsor may, in its sole discretion, contact each Finalist and require any such Finalist to submit to a background check to help ensure that such Finalist's continued participation in the Contest will not, in Sponsor's sole discretion, damage the Contest or otherwise reflect adversely on the Contest Entities; require such Finalist to answer additional questions or participate in additional screening procedures; require such Finalist and all individuals appearing in such Finalist's Entry to sign consent forms and/or releases; and/or disqualify any Finalist who is unable or unwilling to do or provide any of the foregoing. Without limiting the foregoing, each Finalist who is under 18 years of age or is a minor in his or her state of residence will be required to have his or her parent or legal guardian affirm in writing such

Finalist's acknowledgement and agreement to the Official Rules and Submission Agreement, in order to continue to participate in the Contest. Sponsor reserves the right to provide an independent third party (the "Auditing Entity") with all Submission Materials submitted by each Finalist in order that such Auditing Entity may examine such Submission Materials and confirm, subject to its and Sponsor's discretion, that the Submission Materials comply with these Official Rules. In the event that any Finalist elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsor's discretion, deemed to be ineligible to participate, Sponsor reserves the right to replace such Finalist with an alternate non-Finalist Entrant; provided that such alternate Entrant will be subject to the terms and conditions of this Section. When all Finalists have been finally determined, Sponsor will announce the Finalists and Finalist Entries on the FREE THE BOWL™ 2010 Video Contest Web Site, and/or the contest-related YouTube Site and may announce the Finalists and Finalist Entries on certain Sponsor-affiliated sites or services.

a. Judging the Finalists and Determining the Winner

After Sponsor has selected the Finalists and Finalist Entries, the Judges will review each Finalist Entry based on criteria including creativity, originality, and aesthetic value. Based on the results of this review, Sponsor will *determine for each of the two age categories*, one (1) Finalist to be named the "First Prize Winner" of the Contest; one (1) Finalist to be named as the "Second Prize Winner" of the Contest; and one (1) Finalist to be named as the "Third Prize Winner" of the Contest (collectively, the "Winners"). Subject to Sponsor's determination of the eligibility of the Winners and subject to these Official Rules, the Winners' names and respective Entry will be posted to the FREE THE BOWL™ 2010 Video Contest Web Site and/or the contest-related YouTube Site (and, subject to Sponsor's sole discretion, posted on certain Sponsor-affiliated sites or services) on or about February 4, and the Winners will be awarded the Prizes (described below). NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS

Winners agree that Sponsor has no further obligations to Winners other than delivery of their respective Prize, and no other additional compensation will be provided. In the event that a Winner (including, for any Winner who is under 18 years of age or is a minor in his or her state of residence, his or her parent or guardian) is unable to comply with the terms and conditions set forth in these Official Rules, Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining Entrants.

4. PRIZES

PLEASE REVIEW THIS PARAGRAPH FOR IMPORTANT INFORMATION ON MINORS AND INDIVIDUALS UNDER 18. The First Prize Winner in each of the two age categories shall receive one (1) 13" MacBook Pro -- Approximate Retail Value of \$1200.00; The Second Prize Winner in each of the two age categories shall receive one (1) Bose® SoundDock® Portable Digital Music System – Approximate Retail Value of \$400.00; and the Third Prize Winner in each of the two age categories shall receive one (1) Flip Mino HD Camera – Approximate Retail Value of \$175.00. Actual retail value of Prizes may vary based on Winners' place of residence. All taxes (including without limitation federal, state, and local taxes) on or connected with the Prizes and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein, are the sole responsibility of Winner. Each Winner must, if so requested by Sponsor, complete Sponsor's Winner verification process and/or execute and return an Affidavit of Eligibility and a Liability/Publicity Release within a period of time dictated by Sponsor. If any Winners are under 18 years of age or are a minor in his or her state of residence, the Prize will be awarded on the Winner's behalf to the Winner's parent or legal guardian, who must execute any releases and other documentation required by Sponsor (including without limitation the Affidavit of Eligibility and Liability/Publicity Release described above). No Prize may be endorsed, transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Specifics of the Prizes are in Sponsor's sole discretion. In the unlikely event that any portion of a Prize is cancelled, undeliverable, or unable to take place for any reason (e.g., product discontinuance), Winners agree that Sponsor has no further obligations to Winners other than delivery of a replacement Prize of similar specifications to their respective Prize, and no other additional compensation will be provided. In the event that a Winner (including, for any Winner who is under 18 years of age or is a minor in his or her state of residence, his or her parent or guardian) is unable to comply with the terms and conditions set forth in these Official Rules (including without limitation this Section 4, Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining Entrants. If a group submitted a winning entry, one Prize will be awarded on the group's behalf to the designated and verified group's contact who will bear the responsibility of sharing the prize among the group's members, and who must execute any releases and other documentation required by Sponsor (including without limitation the Affidavit of Eligibility and Liability/Publicity Release described above).

5. MISCELLANEOUS

a. General; List of Winners; License

Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state, and local laws and regulations apply. After the end of the Contest Period, the names of the Finalists and Winners will be posted to the FREE THE BOWL™ 2010 Video Contest Web Site, and/or the contest-related YouTube Site and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and a Winner or any other Finalist, where permitted by law each such individual agrees to grant to Sponsor, the Contest Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual will provide written consent to the foregoing uses.

b. Disclaimer and Limitation of Liability

The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. The Contest Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the FREE THE BOWL™ 2010 Video Contest Web Site, the contest-related YouTube Site, or the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the FREE THE BOWL™ 2010 Video Contest Web Site, or the contest-related YouTube Site, any Submission Materials, or any Entry. Additionally, the Contest Entities are not responsible for any cancellation or postponement of any aspect of the Prize. Entrants acknowledge that Sponsor is not affiliated with YouTube and does not operate or control the YouTube Site, and that Sponsor is not responsible for the acts or omissions of YouTube, or for the accessibility or availability of any functionalities or features provided through, or for any content made available through, the YouTube Site. Although Sponsor attempts to ensure the integrity of the Contest, Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Contest, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to Entrants' or to any

other person's computer, other equipment, or person in connection with participation in the Contest, or downloading materials from or using the FREE THE BOWL™ 2010 Video Contest Web Site, or the contest-related YouTube Site. If, for any reason, the Contest is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the Contest. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, OR THE CONTEST-RELATED YOUTUBE SITE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, OR THE CONTEST-RELATED YOUTUBE SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, OR THE CONTEST-RELATED YOUTUBE SITE OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, OR THE CONTEST-RELATED YOUTUBE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

c. Dates and Deadlines

Because of the unique nature and scope of the Contest, and because of the complexity of the technology underlying the administration of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Contest.

d. Release and Indemnification

BY ENTERING THE CONTEST, ENTRANT (A) RELEASES AND HOLDS SPONSOR AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM

AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE FREE THE BOWL™ 2010 VIDEO CONTEST WEB SITE, OR THE CONTEST-RELATED YOUTUBE SITE, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR, AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE SUBMISSION MATERIALS, THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.

e. Arbitration

THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS CONTEST, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules (including without limitation the Submission Agreement) or the Contest, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The Supplementary Procedures are currently available online at <http://www.adr.org> (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes"). The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of Marin in the State of California, United States of America. Arbitration proceedings shall be conducted in

English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of California or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules (including without limitation the Submission Agreement) and any other agreements You may enter into with Sponsor in connection with the Contest, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. If either party shall fail to appear at a hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed ex parte. In the event of any dispute concerning the Contest, Your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 5(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of Marin in the State of California, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE CONTEST.

f. Governing Law

The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 5(e) above, You irrevocably agree to personal jurisdiction by the federal and state courts located in the County of Marin in the State of California, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will You be permitted to obtain awards for, and You hereby irrevocably waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Your actual out-of-pocket expenses (i.e., costs associated with participating in the Contest), and You further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR SUBMISSION MATERIALS OR ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

g. Privacy

Information submitted in connection with the Contest will be treated in accordance with these Official Rules and further as follows: (a) information submitted through the FREE THE BOWL™ 2010 Video Contest Web Site that appears on the contest-related YouTube Site will be governed by the YouTube Privacy Policy, currently located at <http://youtube.com/t/privacy>; and (b) information submitted through the FREE THE BOWL™ 2010 Video Contest Web Site will be governed by the Sponsor privacy policy that is located at <http://www.freethebowl.com> provided that in the event of any conflict between these Official Rules and either of such privacy policies, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her Submission Materials or Entry, and because of the potential critical nature of such communications to the operation of the Contest, Entrant will not be permitted to "opt out" of receiving such communications. Further, You acknowledge that the contest-related YouTube Site is a third party web site that is unaffiliated with and not operated by Sponsor, and that Sponsor has no control over the YouTube Site, including YouTube Site's privacy practices.

Headings. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

h. Non-Endorsement

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the YouTube Site, the Contest Site, or the Contest. "YouTube" is a trademark of YouTube, Inc.

i. Interpretation

In the event of any conflict between any information provided on the FREE THE BOWL™ 2010 Video Contest Web Site, or the contest-related YouTube Site regarding the Contest (such as a "F.A.Q"), on the one hand, and the Submission Agreement and these Official Rules, on the other, the Submission Agreement and these Official Rules shall govern.

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