

## OFFICIAL RULES

### Gyidget/10KLF SWEEPSTAKES

1. General Conditions. NO PURCHASE NECESSARY TO ENTER OR WIN. The **Gyidget/10KLF Sweepstakes** ("**Sweepstakes**") is sponsored by Gyidget, Inc., a Delaware corporation ("**Sponsor**"). The Sweepstakes is governed by the laws of the State of California and applicable United States federal law, without regard to any conflicts of laws principles. The courts of the State of California (state and federal) shall have sole jurisdiction of any dispute regarding the Sweepstakes, and by entering the Sweepstakes you waive any objection to jurisdiction and venue in those courts and submit to the jurisdiction of those courts. The Sweepstakes is void outside the state of California. If you enter the Sweepstakes, you agree to abide by the terms of these Official Rules (the "**Rules**") and by the decisions of Sponsor, which shall be made in all cases in the sole and absolute discretion of Sponsor, and are final and binding on all matters relating to the Sweepstakes. The Sweepstakes is also governed by Sponsor's Terms of Service at <http://www.Gyidget.com/corporate/terms> and Privacy Policy at <http://www.Gyidget.com/corporate/privacy> (collectively, the "**Policies**"), although the Rules will govern any conflict between any of the Policies and the Rules.
2. Eligibility. The Sweepstakes is open only to natural persons who are least eight (13) years of age as of the date of entry and are legal residents of the United States. Officers, directors, and employees of Sponsor, and immediate family members (or persons living in the households) of any such officers, directors, and employees, are not eligible to enter the Sweepstakes.
3. Entry. The Sweepstakes will start on May 1st at 12:01 a.m. Pacific Standard Time (the "**Start Date**"), and will end on June 16th, 2008 at 12:01 p.m. Pacific Standard Time (the "**End Date**"). An individual is automatically entered into the contest each time the 10KLF Gyidget is grabbed from a site that is hosting the widget and posted into a new site.

3.1 View the official Sweepstakes page at [www.Gyidget.com/contests/10KLF](http://www.Gyidget.com/contests/10KLF) and follow the instructions for entering the contest. All entrants must add the 10KLF widget to their personal Web page (ie MySpace, Friendster, blog etc) and provide the URL for verification.

Sponsor will have no responsibility for, and will have the right to refuse in its sole and absolute discretion, any copies of submitted entries, entries that have been tampered with, or entries that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible, whether due to Internet or e-mail server failure or otherwise. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the owner of the e-mail account specified in the entry. "**Owner**" means, for purposes of these Rules, the person who is assigned to an e-mail address by an Internet service provider, online service provider, or other organization (e.g., educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. Participation: Odds. No purchase is necessary to enter or win the Sweepstakes. The odds of winning a prize depend on the total number of eligible entries received.
5. Selection and Notification of Winners. One (1) Sweepstakes Winner ("**Winners**") will be selected by random drawing on July 17th by a representative of Sponsor from among all eligible entries received. Sponsor has the right to disqualify any entry that is not in compliance with these Rules, in Sponsor's sole and absolute discretion. Sponsor will notify the Winner by e-mail or message on social network before 12PM on June 18<sup>th</sup>. Winner must affirmatively respond to the notification within 48 hours (or until June 20<sup>th</sup> at noon) to arrange for prize delivery. Either the failure to timely respond to the notification or the inability of a selected Winner to accept or receive the prize for any reason may result in forfeiture of the prize and, in such case, Sponsor may randomly select an alternate winner from among the remaining eligible entries. Winner may be required to sign a Declaration of Eligibility and a Publicity/Liability Release, to the extent not prohibited by law. If required, Winner must complete those forms and return them to Sponsor prior to receipt of a prize. Winner must take possession of the prize as directed by Sponsor. Failure to comply with any of the foregoing may result in disqualification and the selection of alternate Winner. Winner will be solely responsible for complying with any and all applicable federal, state, provincial, local, or other statutes, regulations, and other laws and for bearing any personal income or other taxes, fees, insurance, surcharges or other costs relating to any prize. Winner may be required to provide Sponsor with the Winner's social security or tax payer identification number for tax purposes.
6. Prizes. One (1) Winner will receive a VIP Prize Package including behind-the-stage camping, preferred seating, hot meals, drink tickets, 10KLF Camping Chair, VIP Skybox access and more. The estimated retail value is \$500. Award of prize shall be determined randomly by Sponsor. If the stated prize is unavailable, Sponsor has the right to substitute one or more items of equal or greater value, in its sole and absolute discretion. No prize is exchangeable, transferable, or redeemable for cash.

7. Representations. By entering the Sweepstakes, each Entrant represents and warrants that: (a) the Entrant meets all eligibility requirements of the Sweepstakes; (b) the Entrant is the owner of the e-mail address listed in the entry; (c) in entering and participating in the Sweepstakes, the Entrant has complied and will comply in all respects with these Rules and all applicable statutes, regulations, and other laws.
8. Release. To the maximum extent permitted by law, by entering the Sweepstakes, each Entrant releases and holds harmless Sponsor, the performers, the concert venues, and any other entities associated with providing the prizes, and any of their related companies and representatives from any and all responsibility or liability (including, without limitation, for any injuries, losses, or damages of any kind, such as compensatory, direct, incidental, consequential, punitive, or other damages) arising out of or relating to: (a) the Sweepstakes; (b) the acceptance, possession, receipt, or use of any prize, including without limitation any travel to or from any concert location; (c) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (d) computer, telephone, cable, satellite, network, hardware, or software malfunctions or failures; garbled or jumbled transmissions; or Internet or website accessibility or delays; (e) printing or typographical errors in any Sweepstakes-related materials; or (f) any other technical or human errors occurring in connection with the Sweepstakes. THE PRIZES WILL BE GIVEN AWAY BY SPONSOR "AS IS." SPONSOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE OR PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
9. Termination. Sponsor reserves the right to suspend, modify, or terminate the Sweepstakes at any time prior to the End Date for any reason, in its sole and absolute discretion, including without limitation in the event of fraud, abuse, or technical or other difficulties. In such cases, Sponsor will post a notice on the Sweepstakes Site, and send an e-mail notification to the e-mail address associated with each entry. If Sponsor ends the Sweepstakes prior to the End Date, Sponsor will randomly award the prize Winner from the eligible entries received by the time Sponsor ends the Sweepstakes.
10. Advertising. To the maximum extent permitted by law, by entering the Sweepstakes, each Entrant consents to the use by Sponsor, or any third party chosen by Sponsor, of any and all information related to the Sweepstakes, including any personal information obtained through the Sweepstakes, for advertising, marketing or other purposes. All such information becomes the property of Sponsor and will not be returned. To the maximum extent permitted by law, by accepting a prize, each Winner consents to the print and online publication of the Winner's name and address as part of a Winners' List and to the use of the Winner's name, voice, photograph, biographical material, and likeness by Sponsor or any third party chosen by Sponsor, for advertising, marketing, and other purposes without additional compensation. Other than as set forth herein, Sponsor will treat any personal information supplied by Entrants in connection with the Sweepstakes in accordance with Sponsor's Policies.
11. No Endorsement. Nothing contained herein or in any of the Sweepstakes related materials should be construed as an endorsement by Sponsor of the performers, concert venue, prize providers, or any third party, product, or service.
12. Alternate Method of Entry. To enter without creating an Account online, write to "Gyidget 10KLF Sweepstakes" at 1 Front Street, San Francisco, California 94111, and include your full name, complete address, including city, state and ZIP code, area code and telephone number, and e-mail address. Limit: One entry per person. Entrants may enter the Sweepstakes either by mail or online, but not both. Entries must be received by the End Date. Entrants must provide all information requested to be eligible to win. Incomplete or illegible entries, in the sole discretion of Sponsor, will be disqualified. Sponsor will not verify receipt of entries. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.
13. Winner's List; Mailing List. A list of Winners' names may be obtained by sending a written request and a self-addressed, stamped envelope to "Winners," Gyidget 10KLF Sweepstakes, Gyidget, Inc., 1 Front Street, San Francisco, California 94111. Sponsor's phone number is 415-670-9515. Requests for removal from Sponsor's mailing list may be made by sending a written request and a self-addressed, stamped envelope to "Mailing List" at the above address, or by calling Sponsor's telephone number.

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