

OFFICIAL 140 Smiles Campaign PRIZE RULES

Contest Overview:

Operation Smile will award prizes that have been donated by sponsors to participants in the 140 Smiles fund raising campaign. Prizes will be awarded at pre-determined and random intervals to the individuals who have raised the most funds through the www.140smiles.org website.

EVENTS	START	END
140 Smiles Launch Event	7pm 5/30/09	9pm 5/30/09
TWTRCON	8am 5/31/09	8pm 5/31/09
Grand Prize	7pm 5/30/09	Ends when the total amount of \$33,600 is reached

The Contest is sponsored by Operation Smiles, a 5013c organization. All prizes have been donated by various vendors. See www.140smiles.org/prizes for lists and links to prize sponsors.

1. Eligibility: Anyone who donates and encourages donations to Operation Smile utilizing the www.140smiles.org website is eligible for prizes.

Prizes winners must be legal residents of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, all U.S. Territories and Possessions and all Overseas Military Installations), at least eighteen (18) years of age, or the age of majority if greater than eighteen (18) years of age in your legal State of residence.

Employees, officers, directors, agents, representatives and their immediate family members or residents in the same household (whether legally related or not) of the Contest Entities and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, any and all other companies associated with this Contest are not eligible to enter or otherwise participate in this Contest.

2. How to Enter: you must donate through the www.140smiles.org website and utilize www.twitter.com to encourage others to donate as well.

3. Determining the Grand Prize Winner: Once Operation Smile has reached the donation goal of 140 Smiles or \$33,600 eligibility for the Grand Prize ends and we will determine the winner based on the individual or Team Leader who has raised the most funds throughout the campaign from the starting date of May 30th 2009.

4. Prizes: The following prizes will be awarded throughout the duration of the campaign. For links to all prize sponsors visit www.140smiles.org/prizes. Values are estimations as travel costs may fluctuate.

- Launch Event Prizes:
 - Napster gift pack provided by Napster (est. value \$250 USD)
 - Acoma Pottery provided by Sky Valley(est. value \$250 USD)
 - 1 night accommodations at Four Seasons Vancouver (est. value \$200 USD)
 - Utah Ski Package provided by The Canyons resort (est. value \$1600 USD)
- TWTRCON Prize
 - 2 Nights accommodations at Shangri-La Hotel in Santa Monica CA (est. \$400 USD)
- 140 Smiles Campaign Prizes:
 - 3 each of Luxe City Guides (est. value \$50each USD)
 - 2 Airline Tickets on Virgin America (est value \$600 USD)
- Grand Prize:
 - Trip to New Zealand
 - Round Trip Airfare for 2 from San Francisco (est value \$3000 USD)
 - Camper Van Rental (est Value \$1500 USD)
 - Camper Site Rental (est Value \$300 USD)
 - Car Rental (est Value \$400 USD)
 - 1 night Motel Stay (est Value \$200 USD)

- 1 night Plaza Hotel Stay (est Value \$400 USD)
- TOTAL PACKAGE VALUE est Value \$5800

5. All prizes subject to change based on availability and prize sponsor discretion.

6. Prizes are not refundable or exchangeable for any dollar amount. Prizes are non-transferable.

7. Prize Winners may incur additional expenses for some packages.

8. Taxes, if any, are the sole responsibility of the selected Contestant, and selected Contestants may be issued an IRS Form 1099 for the ARV of any awarded prize. This Contest is void outside the U.S. and where prohibited or restricted by law, and subject to applicable federal, state, provincial and local laws.

9. By entering this Contest, each entrant agrees that Operation Smile, Prize sponsors and each of their respective affiliates, licensees, promotional partners, and third party marketing entities shall have the right and permission to use the name, picture, voice, biographical data, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in his/her entry for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the winner to the extent permitted by law. Neither Sponsor, nor YouTube will enter into any correspondence, including e-mail, with non-winning entrants. The Contest Entities reserve the right, in their sole discretion, to disqualify any individual found tampering with the entry process or entry materials or otherwise interfering with the proper administration of the Contest or violating these Official Rules. EACH ENTRANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF THE PRIZE ADMINISTRATORS, WARRANTS THAT S/HE IS ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE OF ANY VIDEO SUBMISSION, THE GRAND PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the Video Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Video Submission, other than as set forth in these Official Rules. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to the Video Submission and/or each other in theme, idea, plot, format, or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Contest Entities' use of any such similar or identical material that has or may come to Contest Entities, or any of them, from other sources. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Contest Entities' actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.