

MyTakeOnHealth 2008-2009 School Video Contest Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

- 1. ELIGIBILITY:** Open to 2008-2009 Oklahoma students in middle or high school or the equivalent thereof at time of entry and must be OurStage account-holders who have Internet access and are thirteen (13) years of age or older at the time of entry. The following are not eligible: employees, contractors, directors and officers of Sponsor organizations, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest).
- 2. CONTEST PERIOD:** Contest begins at 12:00:00 am Eastern Time ("ET") September 1, 2008 and ends at 11:59:59 pm ET on December 31, 2008 ("Contest Period"). Within this contest period, the monthly contests begin at 12:00:00 am Eastern Time ("ET") on the first of each month (10/01/08, 11/01/08, 12/01/08) and end at 11:59:59 pm ET on the last day of the same month (10/31/08, 11/30/08, and 12/31/08 respectively) ("Contest Period").
- 3. TO ENTER:** To enter a Contest, you must first create a free account by logging on to www.ourstage.com/go/mytakeonhealth ("Web Site"). Once you are on the Home Page, click on the word "Upload" at the top of the page. This will bring you to a page that will allow you to upload your material. You may enter two unique pieces within the MyTakeOnHealth Channel. The material submitted will be considered the Contest "Entry". BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, IN SPONSORS' DISCRETION. Sponsors reserves the right to, and may or may not, monitor/screen entries prior to posting them to the Website. By entering, you acknowledge that Sponsors have no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.
- 4. CONTEST TERMS OF SUBMISSION:** As conditions of entry into a Contest, and by uploading an Entry, each Entrant warrants and represents that uploaded Entry (a) is your original work, (b) has not been previously published, (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that you have obtained permission from a person whose name, likeness or voice is used in the Video or Music and (e) and that publication of the Video or Music via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, Sponsors from

any claims to the contrary. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Entry to grant the rights to the Contest Parties described in these Official Rules, and can make written copies of such permissions available to the Contest Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Contest Parties' use of those Materials. Entrant agrees to indemnify and hold the Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Contest Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnitees due to or arising out of the Entrant's Entry Materials or Additional Materials in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsor and the Contest Parties from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Contest Parties infringes on the rights of Entrant's work as contained in any Entry.

5. ENTRY FORMAT AND CONTENT REQUIREMENTS:

Technical Requirements

Any Video entered in a Contest must be greater than 30 seconds in length and no longer than 60 seconds in length, and be submitted in one of the formats allowed on the Upload/Compete page on the Web Site.

All entries must comply with the OurStage Terms and Conditions found at

<http://www.ourstage.com/about/terms>

Additional Requirements

- Entry must be primarily in English.
- No Entries will be returned. Contest Parties may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant.
- Entrants must fill out a profile for their Fan Club.
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person, 13 years of age or older, as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. Due to federal laws governing the internet, the person who creates the account and submits the video must be 13 years of age, though other members of his/her group may be younger. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.
- Entrants must be a 2008-2009 Oklahoma student in middle or high school or the equivalent there of and must be at least 13 years of age to enter a video in this contest.
- No professional assistance can be provided to produce this video in any manner.
- Each entry must be the *original work* of the student or group of students submitting the video. It may not contain copyrighted material, such as popular songs, magazines cutouts, music videos, etc., unless written permission has

been granted for its use. ***Use of copyrighted material without permission automatically disqualifies the entry.***

- The student or group leader must complete the online registration form, Parental Permission slip and the Affidavit/Release at www.MyTakeOnHealth.com before uploading the video.
- No Illegal, Infringing or Abusive Message Content: You understand and acknowledge that you are responsible for your Entry, and agree not to post any content that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by OurStage.
- No Violations of Third Party Rights: You agree that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including without limitation, the personnel of OurStage. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.
- No Commercial Use: You agree that you will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- No Viruses, Corrupting Files or Interference: You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Web Site, or feature of the Web Site. You further agree that you will not modify in any way any specifications, technology or application codes provided to you by OurStage or as embedded in the Entry unless expressly authorized in writing by OurStage.
- Use of Account Information: You may not share or transfer password or other access information with any other party, temporarily or permanently. You shall bear sole responsibility for all use of your account and for the confidentiality of your password.
- Responsibility of Postings: You understand and acknowledge that Entry is solely your responsibility, and that OurStage is not responsible for the information, data, text or other materials that may appear in Entry. Opinions expressed in Entry do not necessarily reflect the opinions of OurStage, and OurStage does not endorse and has no control over Entry. Entry is not necessarily reviewed by OurStage prior to posting and OurStage makes no warranties, express or implied, as to the Entry or to the accuracy and reliability of the Entry.
- No Monitoring/Violation Notices: OurStage does not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If you believe that something on the Web Site violates these Terms, please email community@ourstage.com.
- User Termination/No Ownership: You understand and agree that you have no ownership rights in your account or other access to the Web Site or features therein. OurStage may cancel your Account and delete all Entry associated with your Account at any time, and without notice, if OurStage deems that you have

violated these Terms, the Submission Rules, the law, or for any other reason. OurStage assumes no liability for any information removed from our Web Site, and reserves the right to permanently restrict access to the Web Site or a user Account.

- **No Confidentiality:** The nature of this Web Site is interactive and public. By posting Entry, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit to OurStage may be used by OurStage anywhere, anytime, and for any reason whatsoever subject to the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms>

Entries that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Contest.

- 6. SELECTION OF WINNERS FOR REGULAR MONTHLY CONTEST:** There are four (4) rounds of voting to determine the Winners across all Channels for the monthly competition. Regular Judging to select the Top Twenty in each channel runs 23 to 24 days, always ending 7 days before the end of the month. Quarter Finals takes place on the following four days to select the Top Ten in each channel. Semi Finals take place on the next two days to select the Top Ones in each channel. Finals take place on the last day of the month to select the two Grand Prize Winners- one in Video and one in Music. Regular Judging: All eligible Entries will be posted on the Web Site. There will be a public vote online ("Judging") to determine the top twenty (20) Entries from each Channel on www.OurStage.com starting on the first of each month of 2008 at 12:00:01 am ET and ending 7 days before the end of each month at 11:59:59 pm ET. Members of www.OurStage.com will be asked during this Judging process to rank an Entry compared to another Entry. Automated methods of voting are strictly prohibited. One account per person/email address. Judging or entering through multiple accounts is strictly prohibited. The top twenty (20) Entries in each Channel will be determined based on this Judging using proprietary ranking algorithms. Quarter Finals: Once the top twenty (20) Entries for each Channel have been selected, there will be a second Judging process within the top 20, starting on the seventh day from the last day of each month at 12:00:00 am ET and ending on the fourth day from the last day of each month at 11:59:59 pm ET (the "Quarter Finals Voting Period") to determine the top ten (10) for each Channel. Semi Finals: Once the top ten (10) Entries for each Channel have been selected, there will be a third Judging process within the top 10, starting on the third day from the last day of each month at 12:00:00 am ET and ending on the second to last day of each month at 11:59:59 pm ET (the "Semi Finals Voting Period") to determine the top ones (1) for each Channel. Finals: Once the top one (1) Entries for each Channel have been selected, there will be a fourth Judging process within the top ones, during the last day of each month at 12:00:00 am ET and ending at 11:59:59 pm ET (the "Finals Voting Period") to determine the two Grand Prize Winners, one for Video and one for Music. Sponsored and special promotion channels' top entries, including that of the MyTakeOnHealth Channel, will be excluded from the Finals Voting Period. Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsors are final and binding. Any attempt by entrant and/or his/her family/friends to vote more than the number of times authorized using multiple names or email address and/or any other fraudulent mechanism, as

determined by Sponsor in its sole discretion, shall give Sponsors the right to disqualify entrant in its reasonable discretion.

7. **PRIZES FOR MyTakeOnHealth CHANNEL:**

- Creators of the #1 video each month of the contest will receive \$3,500 and their school will receive \$1,000
- Creators of the #2 video each month will receive \$1,500
- Weekly winners will be drawn at random from among all entrants. Prizes to be determined by sponsors but may include ipods, computers, game consoles, and gift cards.

8. **GENERAL CONDITIONS:** Prize winners are solely responsible to report and pay any applicable taxes on their prize. All persons winning prizes valued at \$600 or greater will receive an IRS Form 1099-MISC for the ARV of their prize. Limit one prize per household. Prizes are non-transferable. By participating, Entrants agree to these Official Rules and Sponsors Privacy Policy (available at www.OurStage.com) which are final and binding in all respects. Unclaimed prizes will not be awarded. Artists (or their parent/legal guardian if an eligible minor) winning prizes valued at \$600 or greater will be notified by phone and/or mail and/or electronic mail and will be required to complete, sign, notarize and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within five (5) days of attempted notification or Prize may be forfeited. If prize notification or any prize is returned as undeliverable, prize will be forfeited. If for any reason 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 the Contest, Sponsors reserve the right, at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or terminate the Contest or any part of the Contest. This Contest is governed by the laws of the Commonwealth of Massachusetts, with venue in Middlesex County, Massachusetts, and all claims must be resolved in the federal or state courts located in Middlesex County, Massachusetts.

9. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsors or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official

Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, Entrant (or their parent/legal guardian if an eligible minor)_agrees to release and hold Sponsors and Contest Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners (or their parent/legal guardian if an eligible minor)_agree that the Sponsors and Contest Parties have the right to use winner's name, Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, including any travel related thereto, or any use of Entry.

10. **WINNERS' LIST/RULES REQUEST:** For winner names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winner List" or "Rules Request" to: OurStage MyTakeOnHealth Oklahoma Video Challenge School Video Contest "Winners List" or "Rules Request", P.O. Box 182, Chelmsford, MA 01824.
11. **SPONSORS:** OurStage, Inc. P.O. Box 182, Chelmsford, MA. 01824, MyTakeOnHealth Oklahoma Challenge, Oklahoma First Lady Kim Henry, State Superintendent Sandy Garrett, and Jordan Associates Inc. Additional sponsors include: Integris Health Inc., Fit Kids Coalition, Best Buy, Blue Cross/Blue Shield Health Care Service, Cherokee Nation Business Corporation, The Children's Hospital at OU Medical Center, Dell, Doctor-on-Call, Ethics and Excellence in Journalism Foundation, Homemade Gourmet, Inasmuch Foundation, George Kaiser Family Foundation, Jordan Associates, Linda Price Charitable Foundation, Inc., Lobeck Taylor Foundation, Merrick Foundation, Wal-Mart, Anne and Henry Zarrow Foundation, and Maxine and Jack Zarrow Family Foundation.