

**OFFICIAL RULES
GOOGLE TV ADS “TV FOR ALL!” CONTEST**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA ONLY, 18 YEARS OF AGE OR OLDER, OR AGE OF MAJORITY IF GREATER THAN 18 WHO EITHER OWN OR ARE EMPLOYEED BY QUALIFIED SMALL-MEDIUM SIZE BUSINESS AS DEFINED IN THESE OFFICIAL RULES.

1. Contest Dates: The Google TV Ads “TV for All!” Contest (“Contest”) begins September 1, 2009 at 12:00:01 am Eastern Time (“ET”), and ends October 30, 2009 at 11:59:59 pm ET (“Contest Period”). The YouTube computer runs the official clock for the Contest. During the Contest Period there are a series of Contest-related events which start and end on or about the dates and times noted below:

EVENTS	START	END
VIDEO SUBMISSION PERIOD	Starts 12:00:01 am ET September 1	Ends 11:59:59 pm ET on October 5
JUDGE’S SELECTION OF FINALIST VIDEOS (“Video Selection Period”)	Starts 12:00:01 pm ET on October 6	Ends 11:59:59 pm ET on October 8
FINALIST/ALTERNATE NOTIFICATION & CLEARANCE	Starts 12:00:01 am ET on October 9	Ends 11:59:59 pm October 15
PUBLIC VOTING PERIOD	Starts 12:00:01 am ET on October 16	Ends 11:59:59 pm October 27
WINNERS ANNOUNCED	October 30	

Note: All dates/times are 2009/Eastern

2. Contest Entities: YouTube, LLC, 1000 Cherry Ave. 2nd Floor, San Bruno, CA 94066 (“YouTube”); SpotMixer, 955-A Charter St., Redwood City, CA 94063 (“SpotMixer”); Marden-Kane, Inc., 36 Maple Place, Manhasset, NY 11030 (“Administrator”). YouTube, SpotMixer, and Administrator are collectively referred to herein as the “Contest Entities”.

3. Eligibility: This Contest is open exclusively to small and medium size business owners or employees* who are legal residents of one of the fifty (50) United States or the District of Columbia, at least 18 (eighteen) years of age, or age of majority if greater than 18, and are registered users of <http://www.youtube.com> (including all mirror or derivative sites, and all replacements or successor versions thereof) (“YouTube Site”) (“Registered User”). **Note: for the purposes of these Official Rules “small and medium size business” is defined as any registered business with fewer than 300 employees (full or part-time) and no more than \$40 million gross revenue for the 2008 tax year.** Employees, officers, directors, and their immediate family members of the Contest Entities and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, and any and all other companies associated with this Contest are not eligible to enter. For purposes of this Contest, "immediate family members" means parents, spouses, children, siblings, in-laws, grandmothers, or grandfathers. To become a Registered User of the YouTube Site, you must register for an account and agree to the YouTube Site’s “Terms of Use” set forth at

<http://www.youtube.com/t/terms> (“Terms of Use”). There is no fee or charge to become a Registered User.

*NOTE: Employees of small – medium size businesses who wish to enter this Contest must have the permission of the business owner in order to enter. By entering the Contest, Entrants represent and warrant that he or she has obtained all of the rights, licenses, and permissions from the business owner prior to entering the Contest.

4. How to Enter: To enter, create the ideal TV commercial for your business (a “Video Submission”). Entrants are welcome to use the SpotMixer Video Ad Solution located at www.youtube.com/tvforallcontest (the “Contest Website”) for the creation of their Video Submission. Using the Spotmixer Video Ad Solution to create a TV commercial is not required for entry into the Contest. Once you’ve created your Video Submission, go to the Contest Website and follow the directions for submitting your Video Submission to the Contest. For the purpose of this Contest, a Video Submission is a YouTube video file that follows the technical, creative, and legal requirements disclosed in Section 5 below and elsewhere in these Official Rules. Limit one (1) entry per Registered YouTube Username. If more than one (1) entry is submitted by a Registered User, only the first entry received (based on date and time received by YouTube to the Contest Website) will be judged. NOTE: Multiple Entries for one company will be accepted only if the Entries are submitted by separate, individual Registered Users. Entrants’ Video Submission may be submitted anytime during the Video Submission Period at the “TV for All!” area located online at www.youtube.com/tvforallcontest.

5. Video Submission Technical/Creative Requirements:

- Create the ideal TV commercial for your business.
- *Running Time:* Entrant’s Video Submission must be either 30 seconds **OR** 60 seconds in length. If the Video Submission is not either 30 seconds **OR** 60 seconds in length, the Video Submission may be disqualified in the sole discretion of the Contest Entities. Credits and/or acknowledgements are not allowed in the Video Submission.
- *Language:* Video Submissions must be entirely in English.

Video Submissions must also comply with the YouTube Site’s “YouTube Community Guidelines” set forth at http://www.youtube.com/t/community_guidelines (“Code of Conduct”) and **must not**:

- (i) include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, photographs, works of art, or images published on or in websites, television, movies, or other media);
- (ii) use individuals’ names, in whole or in part (including the entrant’s last name) without permission;
- (iii) refer to public figures;
- (iv) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content;
- (v) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to the Contest Entities;
- (vi) promote a political agenda regardless of the political affiliation;
- (vii) contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.

The Administrator, and/or its designated representatives, will review all Video Submissions received during the Video Submission Period on the Contest Website and will only post those Video

Submissions on the Contest Website located at www.youtube.com/tvforallcontest that conform to these Official Rules and the Terms of Use and Code of Conduct (collectively, the “Official Rules”), as determined by the Administrator in its sole discretion (“Eligible Video Submissions”). Entries that do not comply with these Official Rules, as determined in Administrator’s sole discretion, will be disqualified from the Contest and may not appear on the Contest Website. Decisions of the Administrator are final and binding.

6. Entry Terms: This contest is void where prohibited. By entering, and as part of the Official Rules, entrants agree to comply with both YouTube’s Terms of Use (www.youtube.com/t/terms) and Privacy Policy (www.youtube.com/t/privacy) and SpotMixer’s Terms of Use (www.spotmixer.com/create_video/termsfuse). By entering, entrant warrants that his or her idea, and video submission, and all elements thereof satisfy the Terms and Conditions of both YouTube’s and SpotMixer’s Terms of Use, including, without limitation, warranting that the Video Submission in this contest:

- (i) is the original work of the entrant;
- (ii) has not previously won an award or prize of any kind;
- (iii) does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- (iv) is not subject to any third party agreements, and that the Contest Entities will not be required to pay or incur any sums to any person or entity as a result of their use, exhibition, or exploitation of the idea or video or elements therein;
- (v) has written proof that required permits from local authorities and other permissions required to produce Video Submission have been obtained;
- (vi) does not contain any content that is likely to be considered offensive by the Contest Entities or could adversely affect the name, reputation, or goodwill of the Contest Entities;
- (vii) does not feature, refer to, or mention any competing brands of the Contest Entities.

Entries may only be submitted by a single Registered User. Multiple Entries for one company will be accepted only if the Entries are submitted by separate, individual Registered Users. Group entries will not be accepted (e.g., although different individuals might have taken part in the making of a Video Submission, and more than one individual may star in the Video Submission, only one individual may be considered to have produced and submitted the Video Submission). By entering the Contest, each entrant represents and warrants that he or she has obtained all of the rights, licenses, and permissions from each person who appeared in or helped to create the Video Submission. If the Contest Entities determine, in their sole discretion, that an entrant has breached a representation or warranty, the entry will be disqualified.

Neither the Contest Entities nor any of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, agents and employees, nor any Internet access providers (collectively “Released Parties”) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the YouTube website, for problems uploading or downloading any Contest-related materials from the Contest Website, or for late, lost, damaged, misdirected, incorrect or incomplete entry. For purposes of these Official Rules, receipt of entry occurs when YouTube’s servers successfully receive the uploaded video file and record the required entry information on the Contest Website. Any entry information collected from the Contest shall be used only in a manner consistent with

the consent given by entrants at the time of entry, with these Official Rules, and with YouTube's Privacy Policy.

7. Judging to Determine Finalists and Alternates: All Eligible Video Submissions received during the Video Submission Period for Entries will be judged by a panel of representatives of the Contest Entities ("Panel"). The Panel will score each Eligible Video Submission based on the following judging criteria:

Creativity (40%):

- *Judges will be looking for creativity and originality of your Video Submission.*
- *Make sure your Video Submission keeps our judge's attention.*
- *Do the audio and visuals tell a compelling sales story?*
- *Does the entry make good use of TV as a medium?*
- *Is the look and feel of the Video Submission appropriate for your target audience?*

Messaging (40%):

- *How well does the Video Submission showcase the benefits of the company's product/services?*
- *Is it clear who the target audience is?*
- *Does the Video Submission deliver a clear message about the company's products/services to the viewer? (e.g., "This blanket is warm and comfortable")*
- *Does the Video Submission deliver a clear call to action to the viewer? (e.g. "Call this number to order now!")*

Overall Impact (20%):

- *Will this Video Submission drive consumer response?*
- *Would you be more or less likely to want to learn about the product/service featured in this Video Submission?*

Based on the Panel's scores, up to ten (10) Eligible Video Submissions are defined as "Potential Finalists" and up to the next five (5) highest scoring entries become "Alternates". In the event of a tie, all tied Eligible Video Submissions will be re-judged by an additional judge selected by Contest Entities who will break the tie using the judging criteria. While multiple Video Submissions from Entrants at the same company may be considered for "Potential Finalist" or "Alternate" status, in such cases the Panel will select only one (1) of the Video Submissions to proceed in this competition. Accordingly, no more than one (1) Potential Finalist can be from the same company during the Public Voting phase. The judges' decisions are final and binding in all matters relating to this Contest.

8. Potential Finalist and Alternate Notification: Up to ten (10) Potential Finalists and up to five (5) Alternates will be notified via the YouTube message system by the Administrator on or about Friday, October 9, 2009 and will be required to sign and properly execute the following documents and return them via email or facsimile (and subsequently by mail per instructions to be provided) to Administrator (Marden-Kane, Inc.) by 2:00:00 PM ET on Thursday, October 15, 2009: (1) an Entrant Agreement and Release; (2) an Affidavit of Eligibility and Liability Waiver; (3) where lawful, a Publicity Release. If any documents sent by any means to a Potential Finalist or Alternate are returned as undeliverable or if a Potential Finalist or Alternate fails to properly execute and return all documents described herein in the time noted, or if a Potential Finalist or Alternate is found not to be eligible or not in compliance with these Official Rules, the YouTube Terms of Use, the SpotMixer Terms of Use, and/or the YouTube Code of Conduct, the Potential Finalist or Alternate will be disqualified and, at the sole discretion of the Contest Entities, the next highest scoring Video Submission will move up and be notified, time permitting.

9. Public Voting: At the commencement of the Public Voting Period set forth in Section 1 above, up to ten (10) Video Submissions (“Finalists”) that have been cleared per Section 8, if any, will be posted for public voting on the Contest Website at the sole discretion of the Contest Entities. Each day during the Public Voting Period registered YouTube members may vote a *maximum of once per video*. Persons voting will be encouraged to use the Judging Criteria in Section 7 to critically evaluate Videos and vote either “Thumbs Up” or “Thumbs Down”. Subsequent votes in excess of stated maximum per voting day by a single registered member will be disqualified. The use of any automated launching or entry software or any other mechanical or electronic means that permits website visitors to vote repeatedly is prohibited.

10. Determining the Prize Winners: At the end of the Public Voting Period set forth in Section 1, all eligible votes received will be counted and recorded – only the “Thumbs Up” votes will be used to determine the Prize Winners. The Eligible Entries that receive the highest number of votes will be the Prize Winners and, notwithstanding the above, Contest Entities reserve the right to choose alternative Eligible Entries as Prize Winners and replace one or more Prize Winners if they determine in their sole discretion, that the replaced Entries do not adequately satisfy the Creative Requirements, Technical Requirements, and/or the spirit of the Contest, as set forth herein. In the event of a tie, all tied Eligible Entries will be judged by an independent judge selected by the Contest Entities who, using the Judging Criteria, will break the tie. The Prize Winners’ Video Submissions will be featured on the YouTube Site on or about October 30, 2009.

Designation as a Finalist Video and/or a Prize Winner is subject to Registered User’s proof of compliance with these Official Rules, maintaining compliance with these Official Rules and YouTube membership, and approval by the Contest Entities. The decisions of the Contest Entities are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

11. Notification of Prize Winners: The Prize Winners will be notified by mail, telephone, and/or email, by the Administrator on or about October 29, 2009. The Prize Winners may be required to sign and properly execute additional documents related to participation in this contest (e.g. a W-9 Tax Form) and return them via email or facsimile (and subsequently by mail) to Administrator before the Prize will be awarded. In the event that the Prize winner cannot be contacted or if a Prize Winner fails to properly execute and return all documents described herein in the time noted, or if any Prize Winner declines to accept the prize, or if the Prize Winner is found not to be eligible or not in compliance with these Official Rules, the Prize Winner will be disqualified and the next highest scoring entry may be declared the alternate Prize Winner, subject to all verification and eligibility requirements of these Official Rules. In the event the Prize Winner is disqualified for any reason, the Contest Entities may award the prize to an alternate entrant, in its sole discretion, based on the judging criteria detailed above even if the disqualified Prize Winner’s name or Video Submission may have been shown or announced online.

12. Prizes: Three (3) prizes are available; each is a \$25,000 media spend on the Google TV Ad Network. The Prize Winners’ winning Video Submissions may also be posted on the Google TV Ad Network website located at www.youtube.com/tvforallcontest. Approximate Retail Value (ARV) of each prize is \$25,000. Actual value of each prize may vary based on the value of media used to run ads at time of placement. All taxes and other expenses relating to acceptance of any prize are responsibility of each Prize Winner. If Google TV Ad Network is unable to provide all, or a portion of, the media spend, or if any Prize Winner cannot exhaust the media spend by the expiration date, any unused portion will be forfeited and Contest Entities shall have no further obligation to the Prize Winner. Media spend must be used within 6 months of prize notification and clearance. This prize may not be combined with any other offer. The Terms and Conditions of the Google TV Ad Network set forth at <http://adwords.google.com/support/aw/bin/static.py?page=guidelines.cs&topic=22204&subtopic=22342> apply. All details of prize not specified herein shall be determined solely by Contest Entities. Prize

Winner cannot assign or transfer the prize to another person. Except as provided herein, no cash or prize substitution is allowed except at the discretion of Contest Entities, who reserve the right to substitute a prize (or prize component) with one of equal or greater value. All prizes will be awarded. If a prize cannot be awarded due to circumstances beyond the control of Contest Entities, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded, in Contest Entities' sole discretion. By accepting a prize, each Prize Winner acknowledges compliance with these Official Rules.

13. Additional Contest Terms: Ownership of a Video Submission is retained solely by the entrant, however by entering this Contest, and to the extent allowed by law, entrants grant Contest Entities and each of their affiliates, licensees, promotional partners, and third party marketing entities the absolute right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Video Submissions, entries, and the entries themselves, in perpetuity in any and all media, including but not limited to digital and electronic media, computer, audio, and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Entrant's waive and release Contest Entities and each of their affiliates from any and all claims that entrants may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to Contest Entities exploitation of entries without further notification or compensation to entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Contest Entities and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe, or violate any of entrants rights therein. By entering this Contest, entrants agree that Contest Entities and each of their affiliates, licensees, promotional partners, and third party marketing entities shall have the right and permission to use their 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 Video Submission or 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, to the Prize Winner to the extent permitted by law. Contest Entities will not enter into any correspondence, including email, 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 JUDGES AND PUBLIC VOTING, WARRANTS THAT THEY ARE ELIGIBLE TO PARTICIPATE IN THIS CONTEST, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CONTEST ENTITIES AND EACH OF THEIR 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, OR DONATION OF ANY 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 ENTRANTS' 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.

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 the Contest Entities 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 injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any program, website, advertising, materials or other thing based on or allegedly based on the Video Submission, 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.

This Contest is governed by U.S. law and is subject to all applicable federal, state, and local laws. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction in the State of California. If, in the Contest Entities' sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Contest Entities reserve the right to void suspect entries and/or votes and/or terminate the Contest and award the prize at its sole discretion. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or vote repeatedly is prohibited. In the event of a dispute as to the identity of an entrant based on an email address, the entry in question may be disqualified in the Contest Entities sole discretion.

14. Who Won: The names of the Prize Winners will be posted on the Google TV Ads Contest Site (www.youtube.com/tvforallcontest). In addition, to obtain this information you may also send a U.S. Postal Service postcard with your return address clearly marked for receipt by October 30, 2009, to: YouTube Google TV Ads c/o Marden-Kane, 36 Maple Place, Manhasset, NY 11030 Attn: JD.

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