

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN

VOID WHERE PROHIBITED BY LAW

Sponsor. The Yellogy Photo Contest (the "Contest") is sponsored by Yellogy, Inc. ("Yellogy"), 6399 Wilshire Blvd., Suite PH7 Los Angeles, CA 90048 (the "Sponsor" or "we"). Facebook, Inc. ("Facebook") is not affiliated with the sponsorship of the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Contestants understand that they are providing their information to Sponsor and not to Facebook. The information Contestants provide will only be used in compliance with these Official Rules.

Eligibility. Open to legal residents of the United States excluding residents of Florida, Rhode Island, and District of Columbia as well as Puerto Rico and all other U.S. territories and possessions outside of the United States and where otherwise prohibited by law; and Open to all of Canada excluding residents of Quebec who are 18 years of age or older at the time of entry in the Contest (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry), and who own a camera. Please note that while officers and directors of the sponsor are prohibited from participating in the contest, employees and their families are eligible to participate subject to all federal, state and local laws and regulations.

Application of Rules. All contestants must review and agree to these Official Rules and complete and submit an entry. Submission of an entry automatically constitutes contestant's agreement to be bound by these Official Rules. Contestants further agree that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by the Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of prizes), which are final and binding in all respects.

Contest Period. The Contest begins at 9:00 a.m. Eastern Standard Time (EST) on May 1, 2012 and ends at 11:59 p.m. (EST) on July, 30 2012 (the "Contest Period"). All entries must be received no later than 11:59 p.m. EST on July 16, 2012. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. No more than one (1) entry per person and

from contestant's household by any method or combination of methods of entry during the Contest Period is allowed. Each contestant may submit no more than one photo per person. Proof of sending will not be deemed to be proof of receipt by the Sponsor.

Suspension and Amendments. Sponsor reserves the right to suspend, extend, modify or cancel the Contest, without any notice in the event Sponsor believes, in its sole discretion, that the Contest cannot be operated as planned, or in the event any computer virus, worm, bug, tampering, unauthorized intervention, fraud, technical failures or other errors or problems should corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, or for any other reason whatsoever in the Sponsors sole discretion, and, if this Contest is cancelled, to have potential prize winners selected from among the eligible entries received prior to the cancellation date or to re-commence such Contest, if at all, only at such time(s) and upon such terms and conditions as Sponsor shall deem reasonable under the circumstances. Sponsor also reserves the right to extend the Contest Period, by updating the contest dates on the sponsors site, or providing notice on the Yellogy Photo Contest Facebook web site contest page, located at <http://www.facebook.com/yellogyDeals> if Sponsor determines that an insufficient number of Contest entries has been received or in the event of unexpected difficulties or other causes beyond Sponsor's control.

How to Enter. There are three methods of entry:

Online. Go online to <http://Yellogy.com/Contest> or to Facebook at <http://www.facebook.com/yellogyDeals> and navigate to the Yellogy Photo Contest page. Click on the "Enter Now" button and complete the online entry form. Provide all requested information in the fields contained in the entry form, your entry information, including the title of your photo, description of your photo, your log-in name, your full name, e-mail address, your age, and upload a digital photo that complies with the Photo Requirements set forth below. All online entries must be received by Sponsor within the Contest Period to be eligible. Eligible photo entries will be posted on Yellogy.com or Facebook immediately, along with the title and description of your photo and your log-in name. If there is a dispute over the identity of an online participant, the entry will be deemed submitted by the Authorized Account Holder regardless of the individual that submitted the entry. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential

winners may be required to show proof of being the Authorized Account Holder.

By Mail. Burn your raw photo file to a CD-ROM or print a 4 x 6" or larger photograph and send it via mail, return receipt requested, FedEx or UPS package to: Yellogy Farm, Inc., 6399 Wilshire Blvd., Suite PH7, Los Angeles, CA 90048 Attn: Yellogy Photo Contest. Include with your photo a note with the following entry information: your full name, your date of birth, mailing address, e-mail address (if applicable), telephone number. Also include the title and a short description of your photo. You must also acknowledge and confirm that the submission of your entry automatically constitutes your agreement to be bound by these Official Rules by including the following statement with your entry: "By submitting my entry to the Yellogy Photo Contest, I acknowledge and confirm that I have read and agree to abide and be bound by the Official Rules." You must provide all requested information in your entry. In addition, the photo submitted with the entry form must comply with the Photo Entries Requirements and Conditions set forth in these Official Rules. All entries by mail must be received by Sponsor within the Contest Period to be eligible. Proof of sending will not be deemed to be proof of receipt by Sponsor. Eligible photo entries, along with your first name and last initial, and the photo title and description, will be posted on Facebook within five (5) business days after Sponsor receives the complete entry. Once posted, Sponsor will contact the contestant using the information contained in the contestant's entry to provide him/her with a web link to the photo, so that contestant may share it with others.

By submitting an entry by any method of entry, contestant approves of and consents to Sponsor posting the entry photo on Facebook at <http://www.facebook.com/yellogyDeals> and on <http://yellogy.com/contest> along with the login-name of the submitting party, for public viewing and voting, and contestant agrees to Facebook's Statement of Rights and Responsibilities, including the terms and conditions concerning the posting of photos on Facebook located at <http://www.facebook.com/terms.php?ref=pf>).

Contestant acknowledges and agrees that his/her entry, including the photo submitted with it, becomes the property of Sponsor and will not be returned.

Neither Sponsor nor its advertising and promotion agencies shall have any liability with respect to any entries that are incomplete, inaccurate, unintelligible, late, garbled, mutilated, illegible, delayed, misdelivered, lost, damaged, stolen, deleted or lost during transmission, misdirected or

otherwise not timely or accurately delivered, difficult to interpret or understand, or for any entries that otherwise do not comply with these Official Rules in Sponsor's sole discretion. Such entries shall not be eligible for prizes and we will not deliver any notice of such ineligibility to the contestant.

BY SUBMITTING AN ENTRY, CONTESTANT CERTIFIES THAT HE/SHE HAS THE RIGHT TO CONTRACT IN HIS/HER OWN NAME SPECIFICALLY, AND DOES HEREBY CONSENTS TO THE POSTING OF THE PHOTO ON THE CONTEST WEB SITE LOCATED AT <http://www.facebook.com/yellogyDeals>, ALONG WITH CONTESTANT'S FIRST NAME AND OTHER INFORMATION SUPPLIED, ALL OF WHICH WILL BE AVAILABLE TO AND MAY BE VIEWED BY THE PUBLIC AT LARGE.

Photo Requirements. All submissions in the Contest (and all components of such submissions), including the photo and the copyright therein, must be contestant's own and his/her own original creation. Modifying, enhancing or altering a third party's preexisting work does not qualify as an original creation. The entry photo may not contain nor any mention any unauthorized logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image of any business or company. The entry photo may not include any property names or physically identify a property by photographing their front sign or any other unique identifying feature of a third party business. Contestant understands and acknowledges that the entry photo may receive exposure on the Internet, including on <http://www.facebook.com/yellogyDeals> and may be subjected to comments from the public at large. Sponsor is not responsible for any remarks, including any critical or derogatory remarks, posted by the public pertaining to a contestant or a contestant's entry photo.

The photo submitted must be in keeping with the Sponsor's positive image and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity or privacy rights of any person, living or deceased, or entity, or otherwise infringe upon any person's or entity's personal, intellectual property or property rights or any other third party rights. Photos must be suitable for publication on a web site accessible to the general public. Sponsor reserves the right, in its sole discretion, to eliminate any entries that it determines, in its sole discretion, contain inappropriate content or content that may be deem obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or unlawful, including, without limitation, obscenities, threats, violence, unsafe behavior or situations, or disparagement of any product, service or person. Photos should not

contain nudity. Sponsor reserves the right to remove a photo from the contest website at any time for any reason.

Photos must be submitted in one of the following electronic file formats: .gif, .jpg or jpeg. Photos cannot exceed a file size of 5 MB. Hard copy photos must be 4 x 6" or larger in color. The file submitted to Sponsor by contestant shall not contain any protection feature designed to prevent its use, or any computer virus or other similar programs.

Once a photo has been submitted to Sponsor, contestant may not distribute, disseminate, sell, use, license, or post the photo, video or any copies thereof in any medium (including other Internet sites) without the prior express written consent of Sponsor, which consent may be withheld in the sole discretion of the Sponsor.

In addition to complying with the foregoing requirements, contestant must also be able to make the warranties and representations regarding his/her entry photo set forth in the Warranties and Representations section below to be eligible.

Assignment of Rights. By submitting an entry, including a photo, each contestant assigns and transfers to Sponsor all rights, title and interest in and to the photo, including without limitation the copyright therein, and thereby waives and relinquishes any and all moral rights recognized by law, including, but not limited to, rights of attribution and integrity. Contestants will receive no compensation from Sponsor for the photos Submitted in connection with the Contest. Contestant agrees that Sponsor shall have the absolute right, among other things, to deal with or use, or to refrain from using, the photo submitted in any form, in any media known or hereafter developed, and for any lawful purpose whatsoever which Sponsor in its sole judgment may choose, without notification to or approval by and without any further consideration to contestant or any other party, except where prohibited by law.

The rights in the photos herein described include rights in the photos of every kind, nature and description, including, but not by way of limitation, (a) the right to secure copyright and copyright registrations of the photos anywhere throughout the world, in Sponsor's name or otherwise, including the right to secure renewals or extensions of such copyrights and registration in Sponsor's name or otherwise; (b) any publication rights therein, in whatever form or media now known or hereafter developed; (c) the right to publicly display, reproduce, make derivative works of, distribute, use, re-use, license, exploit, sell or otherwise dispose of the photos in any manner and for any lawful purpose Sponsor determines in its

sole discretion, including, but not limited to, the right to use the photos on any web site or social media web site of Sponsor or its parent, subsidiaries and affiliated companies; (d) the right to modify, edit, adapt, copy and prepare "derivative works" (as defined under the U.S. Copyright Laws) based upon the photos; (e) any and all rights of integrity, attribution, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like; and (f) any and all subsidiary rights therein.

Warranties and Representations. By submitting a photo, each contestant warrants and represents to Sponsor that (a) contestant has all of the rights and authority necessary to submit the photo for entry in the Contest in compliance with these Official Rules, including the right to contract in his/her own appearing on the photo submitted as part of contestant's entry, the right to publish the photo, and the right to grant the rights granted hereunder; (b) that the photo and such rights are in all respect free and clear of any claims or rights of third parties; (c) that the photo is the original work of contestant and has not been published; (d) that the photo contains no matter contrary to law; and (e) that contestant has not made any commitment for the use or publication of the photo.

By submitting an entry, each contestant warrants and represents to Sponsor that the information contained in the entry is true and correct in all material respects and that Sponsor may rely on such information in its efforts to comply with applicable laws and regulations.

Winners Selection: The public will be invited to vote for their favorite photo through the Yellogy Photo Contest available on <http://yellogy.com/contest> and on the Facebook platform, using the following judging criteria: cuteness, humor and ability to make you smile. One vote per person per person per day per photo will be allowed during the voting period. Since new photos will be regularly entered into the Contest during the Contest Period, the public will be allowed to vote for different entries should a newly posted photo become the voter's favorite when applying the foregoing criteria. The public will only be allowed to cast one vote per photo per day. Public voting will take place during the Contest Period - From 12:01 a.m. Eastern Standard Time (EST) on May 1, 2012 to 11:59 p.m. (EST) on July 16, 2012, the public may vote on the photos posted on the Contest site by visiting <http://yellogy.com/contest> or <http://www.facebook.com/yellogydeals> and following the voting instructions. The ten (10) eligible photos with the highest number of public votes will be the finalists ("Finalists"). In the event of a tie in public voting between two or more entries, a judging panel selected by the Sponsor in

their sole discretion will choose the finalist(s) based on the criteria and judging methodology described below.

On or about July 30, 2010, one (10) winners will be chosen from the ten Finalist entries by a panel of judges (as chosen by the Sponsor and under the supervision of the Sponsor), whose decision will be final and binding, based on the following judging criteria: overall impact in the eyes of the judges; overall emotional stopping power and ability to capture the photographs unique likeability; and overall capacity to make people smile. Each judge will rank each of the ten Finalists with a score of one to twenty, where one is the lowest and twenty is the highest an entry can receive. Each judge will sum the points for each photo, and then points from each judge will be summed with the other judges. The entry with the highest cumulative point total will be the grand prize winner ("Winner") and each subsequent point leader will be awarded their respective prize. In the unlikely event of a tie, a new panel of judges (as chosen by Sponsor and under supervision of Sponsor), whose decision will be final and binding, will use the same judging criteria and methodology to rank the tied entries to determine a Winner.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN, AND PURCHASE DOES NOT INCREASE CONTESTANT'S CHANCES OF WINNING.

Verification of Potential Winners. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Sponsor reserves the right to verify eligibility qualifications of the potential Finalists and Winner and to require the potential Finalists and Winner to show proof of identity prior to receiving any prizes. Sponsor will attempt to notify contestants who are selected as potential Finalists as well as the potential Winner by e-mail or telephone within seven (7) business days of their respective selection. If a contestant does not respond to such notification within three (3) business days, the prize(s) will be forfeited. Sponsor shall not be responsible for (i) the failure of a potential winner to receive Sponsor's e-mail or telephone message for any reason, or for the inability of such potential winner to return Sponsor's telephone or email message for any reason; (ii) failed, returned or misdirected notifications due to inaccurate information provided by a contestant, (iii) submissions and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsor.

Affidavit of Eligibility and Release/Delivery of Prizes. The potential prize winners may be required to sign and return to Sponsor, within ten (10) days of the date notice is provided, an affidavit of eligibility and liability/publicity release (except where prohibited by law) and to complete such other documents as Sponsor may reasonably require in order to claim his/her prize(s) if applicable. If these documents are returned as undeliverable or if a potential prize winner fails to sign and return the affidavit of eligibility and liability/publicity release (if applicable), and to complete such other documents as Sponsor may reasonably require within the required time period, or if a potential prize winner does not meet the eligibility or other requirements of the Contest, the prize(s) will be forfeited. Prizes will be delivered by U.P.S. Delivery Service and/or via e-mail within thirty (30) days of Sponsor's receipt of the documents required by Sponsor to be completed and signed by the potential prize winners. Sponsor shall not be responsible for delivery of any documents and/or the prize or prize-related materials and information provided that Sponsor addresses the documents to the address set forth in the potential prize winner's respective entries. Sponsor is not responsible for prize information or documents that are lost or misdelivered by the postal service or carrier.

Contest Prizes: Each of the ten Finalists will receive one of the following prizes, ("Finalist Prizes"):

1. Your Choice of a dream Hawaii Vacation for 2, or a Disney Vacation for 4; Approximate Retail Value ("ARV"): \$10,000
2. Samsung 60" 1080p 120Hz 3D LED Smart TV); ARV: \$3,049
3. 13-inch Macbook Air: 256GB ;ARV: \$1,599
4. Apple Ipad 3: \$849
5. Cannon Rebel XSi 12.2 MP Digital SLR Camera; ARV: \$749
6. Sony Vaio Laptop; ARV: \$749
7. \$500 Starbucks Gift Card; ARV: \$500
8. \$250 Visa Gift card: \$250
9. \$250 in restaurant dining vouchers ARV: \$250
10. \$100 Visa Gift Card; ARV \$100

Total Approximate Retail Value for ten Finalist Prizes: \$17,925

Specifics relating to all prizes are at sole discretion of Sponsor. No cash value or substitution of any prize will be permitted or provided, except that Sponsor, in its sole discretion, may substitute a prize for cash value or for one of comparable or greater value in their sole discretion. Receipt of any prize is conditioned upon compliance with all applicable federal, state and local laws, rules and regulations. Sponsor will not replace lost or stolen

prizes. Sponsor may add or revoke any prize item during the term of the contest without providing notice. All issuance of prizes and completion of the contest is contingent on Sponsor receiving a minimum number of unique entries to the contest during the set term of the contest such amount not to be less than 100,000 unique entries. Prize winners are solely responsible for any costs and expenses due in connection with the prizes not specified herein, including without limitation, all applicable federal, state and local taxes, telephone calls, and any costs and expenses not described herein as being awarded. Third parties may be used to fulfill parts of the prizes being awarded; Sponsor may share relevant Finalist and Winner information, including personal information, in order for said prizes to be fulfilled.

Use of Contestant Information. As permitted by law and in accordance with these Official Rules, each Contestant agrees that Sponsor may use the information contained in contestant's entry for the companies marketing purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The information contained in contestant's entry may as well be used for Sponsor's internal purposes and to send you information about Sponsor, Sponsor's products and promotions. The information contained in contestant's online entry or that contestant provides online to Sponsor in connection with the Contest shall be subject to the Privacy Notice set forth below, which notice is incorporated in these Official Rules by reference.

Promotional Release. Each Finalist and the Winner who accepts any prize will be deemed thereby to have granted to Sponsor and its agents the right, at any time and from time to time, to print, publish, broadcast and use, worldwide, in perpetuity and in any manner or media now known or hereafter developed, including but not limited to, the Internet and World Wide Web, the entry photo submitted, the photo of the Winner and winners hometown/city and state, name, portrait, picture, voice, likeness and biographical information as news or information, and/or for advertising, promotional, trade and publicity purposes without additional consideration or right of review or notification, except where prohibited by law; and to have agreed to provide documentation in writing to confirm the foregoing promptly upon request by Sponsor. Sponsor, in its sole discretion, may decide not to use or publish any or all of the prize winning entries, photos, or the Child's Portrait Photo, and is under no obligation to use or publish them.

Announcement of Winners. Sponsor will contact the Winner's following the completion of the Contest through August 3, 2012.

Official Rules and Winners' List: If you would like a copy of the Official Rules, or list of Contest winners should sponsor choose to publish them then you may send a self-addressed stamped envelope to: Yellogy Inc., 6399 Wilshire Blvd., Suite PH7, Los Angeles, CA 90048 Attn: Yellogy Photo Contest Official Rules and Winners' List. Please specify "Winners' List" or "Official Rules" in your request.

Release of Liability. Each contestant, for himself/herself and on behalf of the child appearing on the photo submitted by contestant to Sponsor in connection with the Contest agrees that Sponsor, and its parent, subsidiaries and affiliated companies, their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees and advertising and promotion agencies shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to contestant's participation in this Contest or acceptance or use of the prizes awarded, the winning photos including, without limitation, any claims based on publicity rights, defamation or invasion of privacy. By participating in this Contest, each contestant, for himself/herself, and on behalf of the child appearing on the photo submitted by contestant to Sponsor in connection with the Contest, forever and irrevocably releases and discharges, Sponsor, and its parent, subsidiaries or affiliated companies, their successors or assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees and advertising and promotion agencies, from any claims, damages or liability arising in whole or in part, directly or indirectly, from contestant's participation and/or entry in the Contest; contestant's award, receipt or use of any prize awarded in the Contest; and contestant's participation in any prize or contest related activities, including without limitation, personal injury, death, property damage, or claims based on publicity, copyright or other intellectual property and proprietary rights, defamation, invasion of privacy, libel, visual or audio alteration or faulty mechanical reproduction, or infringement of moral rights, right of publicity, copyright or other intellectual property and proprietary rights.

Indemnification. Each contestant agrees to indemnify and hold harmless Sponsor and its parent, subsidiaries and affiliated companies, their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives and licensees from and against any loss, damage or expense (including court costs and attorneys' fees) that they may suffer or incur as a result or in conjunction or connection with contestant's participation in the Contest, any Contest-related activity, acceptance or use of the prizes, or any

breach or alleged breach of any warranty or representation made by contestant in connection with the Contest.

Unlawful Conduct and Disqualification. Sponsor reserves the right, in its sole discretion, to disqualify any Contestant who Sponsor determines, in its sole discretion, has (a) tampered with the entry process or the operation of the Contest or of any web site owned, operated or controlled by Sponsor or its parent, subsidiaries or affiliated companies; (b) was ineligible to participate in the Contest; (c) submitted more than the allowed number of entries; or (d) otherwise acted in an unlawful manner and/or in violation of these Official Rules. Robotic, automated, programmed, or computer generated entries or mechanical reproductions are prohibited, and any use of such devices or entry methods will cause disqualification. Any attempt by a contestant to deliberately damage any web site or undermine the legitimate operations of the Contest may constitute a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent permitted by law and to disqualify such contestant from the Contest.

Limitation of Damages. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSOR, ITS PARENT, SUBSIDIARIES OR AFFILIATED COMPANIES, THEIR SUCCESSORS OR ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES AND ADVERTISING AND PROMOTION AGENCIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF CONTESTANTS' PARTICIPATION IN THE CONTEST, USE OF ANY PHOTOS PROVIDED BY CONTESTANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT, SUBSIDIARIES OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. CONTESTANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSOR ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$10.00.

Severability. If any one or more provisions of these Official Rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the

validity, effect or enforcement of any other provision or provisions of these Official Rules.

Force Majeure. The failure of the Sponsor to comply with any provision of this Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of the Sponsor or other force majeure event shall not be considered a breach of these Official Rules.

Governing Law; Jurisdiction; Venue. These Official Rules shall be interpreted in accordance with Ontario, Canada law without regard to its conflicts of laws provisions. Contestants agree that the Provincial and federal courts located in Ontario shall have exclusive jurisdiction over any dispute arising from or relating to these Official Rules, this Contest or contestants' participation in this Contest, and contestants consent to the personal jurisdiction and venue thereof.

YELLOGY PHOTO CONTEST PRIVACY NOTICE

At Yellogy Inc. ("Yellogy") we share your concerns about privacy. Accordingly, while participating in the Yellogy Photo Contest (the "Contest"), we want you to understand what types of information we are collecting online or otherwise over the Internet and what may happen to that information. **This Privacy Notice is incorporated into and is subject to the Contest Official Rules and applies solely to the information collected online or otherwise over the Internet by Yellogy in connection with the Contest.**

COLLECTION OF INFORMATION

Personal information may be collected online or otherwise over the Internet from participants in the Contest ("Contestants") at several different points during the Contest.

- To enter the Contest, some Contestants complete and submit an online entry and follow the entry process set out in the Contest's Official Rules. During entry process, a Contestant is required to provide certain categories of information, which may include personal information such as name, address and e-mail address.
- When you visit the Yellogy Photo Contest on <http://yellogy.com/contest> or Facebook web site contest page, located at <http://www.facebook.com/yellogydeals> (the "Contest

Site"), we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. We use both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Contest Site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Contest Site may not function properly if the ability to accept cookies is disabled. We may use cookies in order to track your visits to the Contest Site and/or number of entries in the Contest.

INDIVIDUALS UNDER 13 YEARS OF AGE

We are committed to protecting the on-line privacy of children and abide by federal law and the guidelines set up by the Federal Trade Commission regarding youth privacy (Children's Online Privacy Protection Act). As such, Yellogy will not knowingly collect any personally identifiable information from or allow the participation of young people under the age of 13. In addition, minors are not eligible to participate in the Contest.

USE AND DISCLOSURE OF COLLECTED INFORMATION

Yellogy will use your contact information for the purpose of confirming your identity and contacting YOU periodically in order to send you information regarding the Contest. The frequency of these messages will vary depending upon various factors.

The Contest's prize winners (the Finalists and the Winner, as those terms are defined in the Contest Official Rules) will be announced publicly and a list will be made available upon request in accordance with the Contest Official Rules set forth above.

Yellogy will post entry photos on their site and or on Facebook at <http://www.facebook.com/yellogydeals> along with the first name and or username of the person who submits the photo for public viewing and voting.

Yellogy may post the Winner's first name, the first name, hometown/city and state of the Finalists and the Winners, and the winning entries, photos, on their site or <http://www.facebook.com/yellogydeals> following the

completion of the Contest through July 30, 2012 in accordance with the Contest Official Rules set forth above.

Information posted on Facebook in connection with the Contest will be subject to Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php?ref=pf>).

The information that you provide in connection with the Contest may be used for Yellogy's internal purposes and to send you information about Yellogy and/or its products and promotions.

Yellogy will not knowingly sell, share, rent or otherwise transfer your information other than in accordance with the terms set forth in this Privacy Notice. Yellogy does not share any information that can be tied to you without your permission. If you give your permission to allow third parties to contact you, personal information about you (such as your contact information and other information collected online during your participation in the Contest) may be shared with product manufacturers, data aggregators, marketers, and other organizations. Regardless of your decision regarding the sharing of your personal information, we may share broad aggregate demographic data and related usage information with third parties. This aggregate information does not contain any personal information that can identify any individual Contestant.

From time to time, Yellogy may decide that it is more efficient to use third parties to perform specific services, such as sending communications to Contestants on our behalf. If we use a third party to provide specific services, then information (such as contact information) may be shared with that party to the extent necessary for the third party to provide these services. These third party service providers are only allowed to use personal information for the purpose of providing the specific services requested by Yellogy. The third party services covered by this paragraph do not include links to third party sites found on the Contest Site or any of our sites.

Yellogy will release personally identifiable information if required by law or legal process or in the good-faith belief that such action is necessary or appropriate.

SECURITY

Yellogy helps protect personal information by utilizing both online and offline security methods, including firewalls, passwords and restricted physical access to the places where your information is stored. Our staff is

trained to comply with our security procedures, and our security procedures are regularly reviewed and revised, if necessary.

Unfortunately, no data transmission over the Internet or method of electronic storage can be guaranteed to be 100% secure. As a result, while we strive to protect your personally identifiable information, we cannot ensure or warrant the security of any information you transmit to us or from the Contest Site, and you do so at your own risk. Once we receive your transmission, we make reasonable efforts to ensure security on our systems.

If you have any questions about security issues regarding the Contest, please e-mail us at Info@yellogy.com and we will try to answer your questions.

OPT-OUT/DISCONTINUE

If you do not wish to receive information or other material from us, you may "opt-out" of receiving these communications by sending us an e-mail at Info@yellogy.com.

CORRECT; UPDATE

If you wish to change or modify information previously provided to us, you may do so by sending us an e-mail at Info@yellogy.com. We will use reasonable efforts to ensure that your information is corrected or updated in our records.

OTHER PROVISIONS

- This Privacy Notice is intended for and directed to eligible Contest participants in the United States and Canada. If you are attempting to enter the Contest from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your doing so, which is governed by U.S. law and this Privacy Notice, you are transferring your personal information to the United States and you consent to that transfer.
- Your participation in the Contest indicates an acceptance of the terms of the Privacy Notice. Yellogy reserves the right to update or amend this Privacy Notice at any time.
- In the event that Yellogy sells, assigns or transfers some or all of its business to a successor or acquirer, Yellogy may sell, assign or

transfer all of your information, regardless of your opt status, to such successor or acquirer.

- Please be aware that Yellogy does not exercise control over the information, products, services or policies of third party companies. We encourage you to read the privacy policies of each and every third party site. This Privacy Notice applies solely to the information collected online by Yellogy in connection with the Contest.
- The State of CA enacted the Shine the Light law (CA Civil Code Sec 198.83) that may permit Contestants who are CA residents to request certain information regarding its disclosure of personally identifiable information during the past year for marketing purposes. To make such a request, you can e-mail us at Info@yellogy.com.
- Your privacy is important to Yellogy. If you have questions about any of the provisions described above, please contact us at Info@yellogy.com