

The Dad's Got Talent Contest and Sweepstakes
OFFICIAL RULES. NO PURCHASE NECESSARY

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. Contest/Sweepstakes/Voting Period:** The Dad's Got Talent Contest (the "**Contest**") and Voting Period begins at 12:00 p.m. Pacific ("PT") on May 15, 2012 and ends at 11:59 p.m. PT on June 17, 2012 (the "**Contest Period**" and "**Voting Period**"). The Sweepstakes portion of the Contest ("**Sweepstakes**") runs simultaneously from 12:00 p.m. PT on May 15, 2012 through 11:59 p.m. PT on June 17, 2012 ("**Sweepstakes Period**"). Sponsor's computer is the official time keeping device for this Contest/Sweepstakes.
- 2. Eligibility:** The Contest, including the Sweepstakes and Voting Period, is open only to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older as of date of Entry/vote. Employees of Mixbook ("**Sponsor**"), Votigo, Inc. ("**Administrator**"), and any of their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible for the Contest or Sweepstakes. Void where prohibited by law and subject to all federal, state and local laws.
- 3. How to Enter the Contest:** You can enter the Contest through the Contest application ("**Application**") on the Facebook Platform. You can also find the Application on the Dad's Got Talent Contest tab on the Mixbook Fan Page on Facebook (You must "Like" the Mixbook Fan Page prior to submitting Entry if you have not done so already). You may then register and upload a photo of your dad's hidden talent, along with an accompanying caption (the "**Entry**" or "**Entry Materials**"). The person uploading the Entry will be deemed the Entrant. All Entries must be completed and submitted by 11:59 p.m. PT on June 17, 2012 to be eligible to win. There is no limit to number of times you may enter, as long as each Entry is unique. Normal Internet access and usage charges imposed by Entrants' online service provider will apply. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified. Your dad must be depicted in the photo and dad may be required to submit a release granting permission for submission of his photo, if applicable. Other individuals depicted in the photo may be required to submit a release as well, if applicable.
- 4. Entry Requirements:** In order to be entered into the Contest, Entrants must comply with registration instructions when submitting their Entry/Sweepstakes Entry (collectively, "Entry"). The Photo must be in one of the following formats: .JPG, .PNG or .GIF, no larger than 5 MB in file size. The caption must be 500 characters or less and be in English. All Entries must comply with these Official Rules and the registration instructions in order to be eligible. All Entries must be the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry from any other source. Entries may not have been published previously or have been submitted in any other competition. The Entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor's image, or desired image, or they will be disqualified. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate images or text; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor's sole discretion. Entry Materials may not contain any third party materials, and may not contain any materials that, violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entry Materials should not contain logos (other than the Mixbook's logo), marks that identify a brand, or other personal or proprietary materials of any entity or

person living or deceased. Therefore, references in the Entry, clothing worn or props/items/background materials used or seen in an Entry should not contain any visible logos (other than the Mixbook logo), drawings, cartoons, phrases, trademarks or other third-party materials. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Automated, script, macro or robotic Entries will be disqualified.

5. **Transfer of Rights:** By submitting an Entry, Entrant hereby grants the Sponsor, its affiliates, subsidiaries, assigns, licensees, designees and legal representatives the irrevocable, perpetual, worldwide rights to use, reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or excerpts of the Entry (as such may be edited and modified by the Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional and all other purposes (including posting on Sponsor-affiliated websites, Contest Website and/or other Sponsor-selected media). In addition, and without limiting the foregoing, by submitting an Entry and/or accepting a prize, the Entrant and/or winner hereby assigns to the Sponsor all rights, titles, and interests (collectively “**Rights**”) in the Entry or in any reproduction, product, or derivative work using or incorporating all or parts of the Entry. In addition, upon request by Sponsor, in order to receive further consideration in the Contest, Entrants may be required to obtain from anyone appearing in their Entry, a written release and/or assignment of their Rights. Entrant (or anyone appearing in his/her Entry) further agrees to waive any moral rights in the Entry.

6. **How to Enter the Sweepstakes:** After you have submitted your Contest Entry, you will have the opportunity to share your entry via Twitter. Follow the link to share your entry, and include hashtag #mixbookdad to receive one entry (“Sweepstakes Entry”). All Tweets on Twitter must be 140 characters or less. You must follow @Mixbook to be eligible. There is no limit of Sweepstakes Entries per Twitter account, per day. All Sweepstakes Entries must be completed and submitted by the end date listed in the chart below, for your Sweepstakes Entry to be included in that week’s drawing. The use of robotic or automatic devices is prohibited and Sponsor reserves the right to disqualify those Sweepstakes Entries.

Sweepstakes Entry Start Date	Sweepstakes Entry End Date	Sweepstakes Drawing
May 15, 2012	May 21, 2012	May 22, 2012
May 22, 2012	May 28, 2012	May 29, 2012
May 29, 2012	June 4, 2012	June 5, 2012
June 5, 2012	June 11, 2012	June 12, 2012
June 12, 2012	June 17, 2012	June 18, 2012

7. **Sweepstakes Random Drawings:** All eligible Sweepstakes Entries received each week during the Sweepstakes Period (as listed above in Rule #6) will be entered into a random drawing for that week based on the dates listed in the chart above. Random drawings will be conducted by Sponsor whose decisions are final on all matters related to the random drawings from among all eligible Sweepstakes Entries received each week. Odds of winning a Sweepstakes Prize will be dependent upon the number of eligible Sweepstakes Entries received each week during the Sweepstakes Period. Sweepstakes Entries will not be carried forward for subsequent weeks’ drawings, if any.

8. **Voting to determine the Grand Prize Winner:** During the Voting Period, there will be a voting element for the Contest, which will be used to determine the Grand Prize winner. All Contest Entries will be reviewed and

approved for level of appropriateness by Sponsor's agency within approximately 72 hours from date of Entry acceptance. Approved Entries will then be posted thereafter at the Contest Website and will be subject to voting. There is a limit of one vote per Entry per person per day. All votes must be completed and submitted by 11:59 p.m. PT on June 17, 2012, for your vote to be included. The use of robotic or automatic devices for voting is prohibited and Sponsor reserves the right to nullify all such votes and to disqualify from voting the responsible individual. Votes cast from false, fictitious or duplicative registrations will also be disqualified. Use of voting software in Entrant's favor will disqualify Entrant. Please Note: Any attempt to use multiple e-mail accounts or other tactics to vote more than the stated limit may result in disqualification and all associated Entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial Contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and Entries or votes by any means that subvert the Entry/Voting process or do not conform to the spirit of these Official Rules will void the Entry/votes and may disqualify the entrant. Entrants are prohibited from obtaining votes, and voters are prohibited from soliciting votes on behalf of entrants, by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such entrants disqualified. The Entry with the most votes at the end of the Voting Period will be deemed the Grand Prize winner. In the event of a tie, tied Entries will be judged by Sponsor based on the below criteria in Sponsor's sole discretion.

- 9. Judging for Sponsor's Honorable Mention Winners:** The five (5) Sponsor-selected Honorable mention winners will be determined by a Sponsor-selected panel of judges ("**Judges**") based on judges' personal preference. All eligible Contest Entries will be judged from May 15, 2012 through June 20, 2012. In the event of a tie, tied Entries will be re-judged based on the same criteria listed and a winner will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and the decisions of the Judges, which shall be final and binding in all respects.
- 10. Prizes and Approximate Retail Values ("ARV"):** **Grand Prize** (1): The Grand Prize winner will receive a \$1,500 Best Buy Gift Card (ARV: \$1,500). **Honorable Mention Prize** (5): A \$50 Amazon.com Gift Card (ARV: \$50 each). **Sweepstakes Prize** (5-1 per week): A free specified photo book from Mixbook (ARV: approximately \$30 each). Gift cards are subject to restrictions and expiration dates may apply. Prizes are awarded "as is" without any warranty or guaranty of any kind. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize is unavailable. Taxes, as applicable, related to all prizes including income taxes are the responsibility of the individual winner.
- 11. General Rules:** Potential Grand Prize winner (and parent/legal guardian if a minor) will be notified initially by email. If Grand Prize winner is not reachable at the telephone number, and/or e-mail address provided and a forwarding e-mail address is not made available or if prize notification is returned as undeliverable, then the prize will be forfeited and an alternate winner may be determined. Potential Grand Prize winner (or parent/legal guardian if a minor) will then be required to print out, sign and return via mail/email an Affidavit of Eligibility, liability/publicity release (except where prohibited by law) and an assignment of rights within ten (10) days of notification attempt or the prize will be forfeited and alternate winner may be determined. Potential Honorable Mention winners will be notified by email. Winners (or parent/legal guardian if a minor) will be required to confirm his/her mailing address and complete an assignment of rights within ten (10) days of notification in order to receive the prize. Potential Sweepstakes winners will be notified via public Tweet and/or DM to winners' Twitter handles and they will need to provide their email addresses and dates of birth for verification/notification. Potential Sweepstakes winners will then be notified by email and will need to

confirm their mailing address within ten (10) days of notification attempt or prize will be forfeited and an alternate winner may be selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate determination/selection. By participating in the Contest, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest/Voting or by any human error which may occur in the processing of the Entries in the Contest/Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest/ Sweepstakes. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry/Voting process or the operation of the Contest/Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest/Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest/Sweepstakes (or online voting) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest/Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Contest/Sweepstakes and determine the Contest/Sweepstakes winners as described above (using judging criteria for Grand Prize winner if online voting is cancelled) from among all eligible Entries received prior to cancellation.

12. Dispute Resolution: Except where prohibited, by participating Entrants agree that: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of California and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

13. Release: By entering the Contest/Sweepstakes, you represent and warrant that: (i) all rights to the Entry belong to and are original to you, or you have written consent to use, and the Entry does not and shall not infringe on any copyright, trademark, privacy, publicity, or any other third party right nor violate any applicable law or regulation, (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and

clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, (iii) you hereby hold the Sponsor and the Released Parties defined below harmless from and against any third party claim arising from use of the Entry and you waive any right to inspect or approve uses of the Entry or to be compensated for any such uses. Participating in the Contest/Sweepstakes constitutes permission to the Sponsor and its agencies to use Entrants'/ Sweepstakes entrants' names, biographical information, pictures/portraits, likenesses and/or voices, Entry, for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Contest/ Sweepstakes, the Entrant/entrant agrees that Sponsor, their respective parent, subsidiaries, affiliated companies, agents, retailers, advertising and promotion agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents (collectively, the "Released Parties"), will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation (if applicable), the acceptance, possession, use or misuse of any prize, if applicable or participation in the Contest/Sweepstakes or participation in any Contest or related activity. You hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.

- 14. Data Protection/Privacy Policy:** Information collected by Sponsor in connection with this Contest may be used by Sponsor and shared with third parties involved in administration of the Contest in accordance with the online Privacy Policy posted on <http://www.mixbook.com/main/privacy> and applicable data protection laws. The Entrant agrees to the collection, processing and storage of his/her personal data by Sponsor in the United States for purposes of the Contest.
- 15. Winners List:** For the names of the winners, available no later than July 23, 2012 and posted through at least August 27, 2012, visit <http://blog.mixbook.com/>.
- 16. Sponsor:** The Sponsor of the Contest is Mixbook, 409 Sherman Avenue, Palo Alto, CA 94306.

Twitter is not a sponsor of this Contest.