

Kideo \$25,000 Birthday Bash Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING PROMOTION IS VALID IN THE UNITED STATES AND THE DISTRICT OF COLUMBIA ("D.C.") ONLY, EXCLUDING FL AND RI, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Sweepstakes Name: The Kideo "\$25,000 Birthday Bash" Sweepstakes (the "Sweepstakes").

Contest Dates: Contest registration is scheduled to begin on **10/20/08 and end 12/31/08** (the "Registration Period"). The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Who May Enter: Contest is open to legal residents of the United States and District of Columbia ("D.C."), excluding residents of FL and RI, who are age 18 or older as of date of entry, and have a valid driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of **PixFusion** ("Sponsor"), Million Dollar Media, LLC ("Administrator"), participating sponsors and promotional partners, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- b. Individuals who do not have current access to the internet to submit an eligible entry in the contest.

How to Enter & Play – On Line: Visit www.kideo.com during the "Registration Period" and click the '\$25,000 Birthday Bash' web banner / contest entry button to connect to the contest registration page and follow the on-line instructions. Each entrant must fully complete the registration page with all required information including his/her name, complete address (*including City, State and Zip*), valid email address, birth date, and phone number(s) (*including area code(s)*) – along with the actual Birth Date of any designated child who is 18 years of age or younger, for which they are registering to win a 'Birthday Party'. **Note: the birth date of the child being registered for the contest does not have to be related to the contestant completing and submitting the entry.** After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. Each eligible entry will receive a confirmation email to the valid email address provided on their entry.

After completing the contest registration, each eligible entrant who successfully completed and submitted an entry will receive a 'thank you' page confirming their entry. Click the 'Instant Win' button on the thank you page to see if you are an instant winner of the instant win prize (see below).

Maximum of one entry per person or per valid email address, and one attempt at the instant win portion of the contest during the entire registration period. All entries must be fully complete for all required information. Any incomplete or illegible entries, or any entry submitted with an invalid email address will be disqualified. Any available opt-in opportunities are not required to enter the contest, and checking the opt-in boxes will not improve your chances of being selected or winning. Entries must be submitted by the close of registration.

Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

Finalist Selection & Notification: On or about **1/15/09**, sponsor shall conduct a random drawing to select a total of one **(1) grand prize finalist** from among all eligible entries received to participate in the grand prize contest (*see below*). **All other entries received are ineligible to participate in the grand prize contest or win the grand prize – regardless of the**

accuracy of their submitted birth date. An eligible entrant must be selected as the one (1) official finalist by sponsor in order to participate in the grand prize contest or be eligible to claim any portion of the grand prize.

The selected finalist will be notified initially by phone. Any finalist that cannot be reached after 3 attempts over a 72 hour period to the phone number listed on their entry may be disqualified, and sponsor reserves the right at its sole discretion to randomly select an alternate finalist from all remaining eligible entries received, and notify them per the procedures outlined above. Any finalist who does not meet the eligibility requirements, who elects to decline the prize, or is unable or unwilling to accept any portion of the grand prize will be disqualified from the contest, and is not eligible to claim any prize. Finalist selection and participation is non-transferable.

Grand Prize Contest - \$25,000 Birthday: Prior to the start of the contest, an independent promotions company shall randomly select a predetermined grand prize winning birthday consisting of a winning month, winning day and winning year. The winning birth date shall fall between the age range of October 20, 1990 – October 20, 2008. In order for the \$25,000 cash portion of the grand prize to be awarded, the eligible finalist selected to participate in the grand prize contest (*see above*) by sponsor must have submitted a birth date for the contest that exactly matches the predetermined grand prize winning birth date month, day and year.

- **Important:** Only the birth date exactly as submitted on the contest website during the registration process will count for the contest, regardless of the actual birth date of any child designated by the finalist. If the selected finalist has mistakenly entered a birth date during the registration, there will not be an opportunity to adjust or alter the birth date. Only the birth date exactly as entered will be eligible for comparison to the predetermined grand prize winning birth date for the purposes of this contest.

Bonus prizes will be awarded if the selected finalist has submitted a birth date that exactly matches with the predetermined winning month, or the month & day (*see prize descriptions below*).

Prize Awards & Delivery:

Instant Win Prizes: Each eligible contestant selected as an 'Instant Winner' will receive the instant win prize consisting of: a free personalized DVD of their choice from Kideo. Approximate retail value of each instant win prize is \$30. A maximum of (22) instant win prizes will be awarded during the entire Sweepstakes period. Each instant winner will receive on-line instructions for prize redemption, and will be contacted by Sponsor to coordinate their prize delivery. Instant winners will be required to submit a photo in order to process their free personalized DVD. Please allow 10 to 12 weeks for delivery of instant win prize. Each instant win prize will be mailed to eligible instant prize winners.

Grand Prize Finalist: The one (1) selected grand prize finalist will receive the following prize package:

- \$100 American Express Gift Card;
- Three (3) free personalized DVD's from Kideo, with an approximate retail value of \$30 each;
- Opportunity to participate in the \$25,000 Birthday Bash grand prize contest.

Winner will be required to submit a photo in order to process and receive their free personalized DVD's. Please allow 10 to 12 weeks for delivery of instant win prize.

\$25,000 Birthday Bash: The birth date submitted for the contest by the one (1) selected grand prize finalist will be compared to the predetermined grand prize winning birth date selected by the independent promotions company. The following prizes will be awarded based upon the submitted birth date matching any or all portions of the grand prize winning birth date:

- Match the Winning Month Only Finalist wins \$250 Cash
- Match the Winning Month & Day Only Finalist wins a \$2,500 U.S. Savings Bond (*Maximum cash value \$1,250*)
- Match the Winning Month, Day & Year Finalist wins \$25,000 Cash

All birthday bash prize awards are non-cumulative. All prize awards are subject to approval and verification of compliance with these official rules. **A maximum of (1) grand prize will be awarded.** If the selected grand prize finalist has not submitted a winning birthday in the grand prize contest as required by these official rules, then the Birthday Bash portion of the grand prize **will not be awarded.**

Grand prize winner, if any, must accept delivery of prize from sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance are the responsibility of winner including but not limited to all applicable taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Winner will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver's license and social security card before prize will be awarded. Winner of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. Total maximum value of all available prizes: **\$25,850.**

Additional Rules & Restrictions: By participating in this promotion, entrants agree to abide by and be bound by the Official Rules and the decisions of the Contest Administrator, which shall be final in all matters relating to this Promotion. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in promotion constitutes permission for the Sponsor and its agencies to use entrants' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Promotion or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, its affiliates, subsidiaries, advertising and promotion agencies, all "Released Parties", the Contest Administrator and each of their respective directors, officers, employees and assigns (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Promotion, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability therefor.

Releasees shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control.

Odds: The odds of being selected as an official finalist are dependent upon the total number of eligible entries received. The odds of the selected finalist correctly submitting the grand prize winning birth date to win the grand prize are 1:6,570. The odds of the selected finalist winning the prize for matching the correct month only are 1:12. The odds of the selected finalist winning the prize for matching the correct month and day only are 1:365.

IN CASE OF DISPUTES: By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any rebates awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Winners List: For a copy of these official rules or a list of winners, if any, send a self addressed, stamped envelope to: **Kideo Birthday Bash, c/o Million Dollar Media, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.** Please specify which you are requesting. Requests must be received by 2/15/09.

Sponsor/Administrator: This Contest is sponsored by **PixFusion, 12 West 27th Street, 2nd Floor, New York, NY 10001.**