

## Contest Guidelines

1. Contest Period – Entries for the Batter Blaster “Make A Batter Blaster Commercial” contest must be received between June 1, 2010 and Sept. 15, 2010. At that point, Batter Blaster’s staff will select 25 finalists and post them on <http://www.batterblaster.com>. Voting will be open to the public and will end Sept. 30, 2010. Subject to Batter Blaster staff’s discretion, 3 winners will be selected from the finalists.
2. Eligibility – The Batter Blaster “Make A Batter Blaster Commercial” contest is open to legal residents of the United States only, 18 years of age and older.
3. How To Enter – Entries to the contest must be videos of :30 seconds in length. Batter Blaster graphic assets will be made available at <http://www.batterblaster.com/blog>. Submissions must be posted to YouTube.com and Batter Blaster must be notified of your submission by an email to [video@batterblaster.com](mailto:video@batterblaster.com). Please include with your entry:
  - a. Name
  - b. Phone Number
  - c. Email Address
  - d. Physical Mailing Address
4. Rating and Voting – Voting for the winner of the Batter Blaster “Make A Batter Blaster Commercial” contest will be held Sept. 15<sup>th</sup> (or before) – Sept. 30<sup>th</sup>, 2010. Voting is open to the public. Only one vote per user per day, please.
5. Judging – Finalists will be decided based on several factors, including votes and the relevance to the creative brief, and up to the final discretion of Batter Blaster staff.
6. Finalist Notification – Finalists will be notified by email after the September 30<sup>th</sup> deadline for voting. Finalists will be posted on <http://www.batterblaster.com/blog>.
7. Prizes and Approximate Retail Value
  - a. First Prize – A check for \$1000.00 US dollars.
  - b. Second Prize -- 16 GB Apple iPad – Retail value: \$499.00
  - c. Third Prize – 16 GB Apple iPad – Retail value: \$499.00
8. General Rules -- Prizes will be awarded, provided a sufficient number of eligible entries are received. By participating in the contest, entrants agree to be bound by the official rules and the decisions of the Batter Blaster staff. All entries will be declared made by the authorized account holder of the email address submitted at the time of entry. Batter Blaster is not responsible for technical, hardware, software or telephone malfunctions of any kind; lost or unavailable network communications, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications cause by the user or by any of the equipment or programming associated with or utilized in the contest, or by any human error which may occur in the contest. Batter Blaster reserves the right to cancel the contest. Batter Blaster reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the contest or contest website, 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 may be a violation of criminal and civil law. Entrants must maintain their video on Youtube; if it is not available or rejected by Youtube, Batter Blaster maintains no liability. All entrants must keep an original copy of their video file and be ready to supply the original file at Batter Blaster's request. Entrants agree that their video shall have no racist, pornographic or hate speech content.

9. Release – By submitting an entry, you hereby grant Batter Blaster and its affiliates, subsidiaries, assigns, licensees, designees and legal representatives the irrevocable, perpetual and worldwide digital and other rights to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon and promote the entry (as such may be edited and modified by Batter Blaster at its discretion) for editorial, commercial, promotional and all other purposes (including posting on any websites). In addition, you and anyone else who may have collaborated on your entry, hereby assign to Batter Blaster all rights, titles and interests that you and any additional persons may be deemed to have in any reproduction, product or derivative work using or incorporating the entry. You warrant that the entry does not infringe on any copyright, moral right or trademark. You warrant that you have the right to grant any and all necessary rights to Batter Blaster. You hereby release and hold harmless Batter Blaster LLC from any and all claims, damages, expenses, costs and liabilities from any third party pertaining to your entry.
10. Winners Will Be Posted on <http://www.batterblaster.com/blog>