

The Infolinks Challenge - Video Contest Official Contest Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THESE RULES ARE SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND SHALL BE VOID WHERE PROHIBITED BY LAW.

By entering the Infolinks' Challenge - Video Contest (the "Contest") entrants agree to be bound by these Official Contest Rules and Regulations ("Rules").

1. Sponsor

- The Contest is sponsored by Infolinks, Inc. ("Infolinks"), 2400 W El Camino Real, apt 813, Mountain View, CA 94040, USA.

2. Contest Period

- The Contest starts at 12:00 a.m. Pacific Time on June 22, 2009 and runs till 12:00 a.m. Pacific Time on July 31, 2009 ("Contest Period") or such other time that Infolinks shall decide from time to time.

3. Eligibility

- The Contest is open to all users who satisfy the following criteria (i) those who are, as of the date of entry, at least 18 years of age and have attained the age of majority in their state of residence; (ii) those who are not employees of Infolinks, and of its subsidiaries and affiliates, agencies, dealers, retailers and their immediate family members. In addition to meeting the criteria above, entrants must also satisfy the conditions set forth in these Rules.

4. Contest Entries

- In order to participate in the Contest, entrants should take the following actions (an "Online Entry"):
- Create a video not to exceed two (2) minutes in length, showing creative and funny ways of making money online.
- Include the "Infolinks' Challenge - Final Slide" (which can be found at <http://blog.infolinks.com>) at the end of the video.
- Upload the video to their youtube account at <http://www.youtube.com>.
- Send an email to: blog@infolinks.com during the Contest Period including their complete name, address including zip code, telephone number, their primary e-mail address and the URL of their video application posted at www.youtube.com.
- Online Entries may only be submitted in the name of one individual. Entrants are permitted to submit multiple Online Entries.

5. Entry Rules

- All Online Entries must be received by 12:00 a.m. Pacific Time on July 31, 2009 or such other time that Infolinks shall decide from time to time.
- In the event the same Online Entry is submitted by more than one entrant, the first Online Entry received (as determined exclusively by Infolinks) will be accepted and all additional duplicate Online Entries will be deemed void.

- By submitting an Online Entry, entrant warrants and represents that the Online Entry is 100% original creation/work by entrant and that use of the Online Entry as described herein will not violate any law or infringe upon the rights of any third party.
- By submitting an Online Entry, entrant certifies that entrant is the creator and sole copyright owner of the video including all content thereto submitted, and has obtained the appropriate consents of all identifiable persons shown in the submitted photograph granting permission to the entrant to submit the video containing those persons likenesses/images.
- Online Entries that include profanity, inappropriate or explicit language or demonstrate any lewd or sexually suggestive gestures or full or partial nudity will be disqualified.
- By submitting an Online Entry, entrant agrees to abide by these Rules.

6. Selection of Winners

- A total of three (3) "Winning Entries" will be selected from among all Online Entries received. The Winning Entries will be selected based on the following judging criteria: Creativity, Originality, Entertainment Value, Performance Level and Humor.
- The judging of Online Entries will be conducted by a panel of judges selected by the Infolinks, whose decisions shall be final and binding in all respects relating to the selection of all "Winning Entries".
- In the event of a tie, the tied Online Entries will be re-judged by a single member of the panel selected by Infolinks who will serve as the tie-breaker using the same criteria as outlined herein.
- If a "Winning Entry" notification is returned as undeliverable, such Online Entry will be disqualified and the next highest scoring Online Entry may become a "Winning Entries".
- Except where prohibited by law, an election of an Online Entry as the Wining Entry constitutes permission to use such entrant's name, voice/testimonial, hometown, Online Entry and/or likeness/photograph for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without further notice or compensation.
- In the event an insufficient number of qualified Online Entries is received (as determined by the judges), this Contest may be cancelled.

7. Prizes

- Grand Prize consists of \$5,000, First Prize consists of \$1,000 and Second Prize consists of \$500. Prize winners will be notified by e-mail, on or about August 15, 2009.
- All prize winners will be required to sign and return prize affidavit and eligibility release forms, or any other documentation required by Infolinks by August 31, 2009. Prize Winners are solely responsible for all federal, state and local taxes on the Prizes. Prizes may not be substituted or transferred, except that Infolinks may substitute a prize of equal or greater value in their sole discretion. The prizes referred above are personal and cannot be transferred to third parties.

8. Transfer of Ownership

- All Online Entries must be entirely the entrant's original work and must not infringe the intellectual property, industrial property or other rights of any third party, without regard to the entrant's country of residence. Entrants agree that a condition of entry into the Contest is the assignment and transfer to Infolinks of all rights, title and interest in and to their video and design (including, without limitation, all intellectual property and industrial rights now in force or that come into force in the future in any part of the world, whether or not registered or registerable) and all applications and rights to apply for the registration of such rights (including, without limitation, copyright, designs, inventions, patents, trade

secrets, trade marks, trade dress and all other rights of a similar or corresponding character or nature) subsisting in the Video, design and all documents, drawings, models and preparatory materials relating to the video ("Intellectual Property Rights" or "IPR"). In entering a video in the Contest, entrants agree to assign, and to the extent permitted by law hereby assign, all IPR to Sponsor.

- In entering a video in the Contest, entrants also agree to waive, and to the extent permitted by law, hereby waive, all moral rights conferred upon them or arising in respect of their video anywhere in the world. Without prejudice to the foregoing, entrants hereby consent without recourse to any use of the Video by Sponsors which would infringe, anywhere in the world, any of their moral rights in the Video.
- Entrants agree to execute any documents that Infolinks deem necessary to effect or record the assignment and transfer of IPR and/or the waiver of moral rights contemplated above, including, without limitation, any documents that may be required under the laws of the entrant's country of residence.
- Infolinks reserves the right at any time to disqualify any Online Entry that it determines, in its sole discretion, is not original and/or does not meet the requirements of these Rules.
- All Online Entries shall become the sole property of the Infolinks from such time they are submitted, and will not be acknowledged or returned under any circumstances. No correspondence will be entered into, acknowledged or returned.
- Infolinks reserves the right to edit, publish, broadcast or otherwise use any Online Entry without further permission, consideration or payment to the entrant.
- By submitting an Online Entry, entrants grant to Infolinks a world wide, royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Online Entries in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Infolinks or its designees to make use of the non-exclusive rights entrant is granting to use the Online Entry.

9. Liability

- Online Entries must include a valid e-mail address for the entrant. Infolinks is not responsible for any problems or technical, hardware, or software malfunctions of any telephone network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Infolinks due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to entrants or any other persons computer relating to or resulting from participating in this Contest or downloading any materials in this Contest.
- Infolinks will not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending the online entry as a result of any network, communication or system error, interruption and/or failure experience by the participating internet line and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and or failure, Infolinks shall not be responsible or liable for any failure by any entrant to participate in the Contest at any time.
- Infolinks will not be responsible for any problem, damage or loss of whatsoever nature to any entrant, or their authorized representatives resulting from their participation in the Contest.
- Infolinks will not be responsible for any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, or unauthorized access to entries, PC hang

whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

- To the extent permitted by law, the entrants agree to hold Infolinks, its affiliates, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by the entrant's participation in the Contest and/or use or acceptance of any prize won.

10. Limitations of Liability

- By entering the Contest, entrant releases and discharges Infolinks and any of its directors, employees, officers and affiliates from any liability whatsoever in connection with the Contest or with the acceptance, possession, use or misuse of any prize including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation: personal injuries; death; damage to, loss or destruction of property; rights of publicity or privacy; and defamation or portrayal in a false light).
- Infolinks will not be responsible for typographical, printing or other inadvertent errors in these Rules or in other materials relating to the Contest.
- By entering the Contest, entrant agrees that any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action.
- Any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees.
- Under no circumstances will entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

11. Variation to the Terms & Conditions

- Infolinks reserves the rights to change, amend, delete or add to these Rules without prior notice at any time and the entrants shall be bound to such changes.

12. Participation

- Participation in the Contest constitutes an agreement by each entrant to comply with these Rules. These Rules will be posted at <http://blog.infolinks.com> between June 22, 2008 and July 31, 2009. Infolinks reserves the right to, in its sole discretion, cancel, modify or suspend the Contest should any computer virus, bugs or other technical difficulty or other causes beyond the control of Infolinks corrupt the administration, security or proper execution of the Contest. By entering this Contest, all entrants acknowledge that they have read and fully understand these Rules and will be bound in accordance thereof.

13. Privacy

- In entering the Contest, entrants will be required to provide Infolinks with, or Infolinks will need to collect, certain personally identifying information ("Personal Information"). Entrants agree and consent to Infolinks using and processing such Personal Information for the promotion and administration of the Contest, to claim or defend its rights in any disputes arising in connection with the Contest, and to comply with any requests received from public authorities ("Permitted Purposes"). Entrants also agree that Infolinks may provide their Personal Information to third parties, including Infolinks' agents and contractors, for the Permitted Purposes. Infolinks will delete all Personal Information

within a reasonable time after the conclusion of the Contest. The processing of all Personal Information will take place by electronic and manual means in compliance with all security measures required by applicable laws. Personal Information will be accessible within Infolinks' organization only by those persons who are responsible for using and processing of the Personal Information for the Permitted Purposes.

- Entrants acknowledge that their Personal Information may be transferred outside their jurisdiction of residence for the Permitted Purposes.
- Entrants acknowledge that the use and processing of their Personal Information is necessary for the administration of the Contest. The failure by entrants to provide all requested Personal Information will result in ineligibility to participate in the Contest.

14. General

- These Rules shall be construed in accordance with, and any dispute arising out of or in connection with these Rules, their subject matter or the Contest, shall be governed by the laws of the State of Delaware, U.S.A. To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes of claims resulting from or in connection with the Contest are hereby excluded, and any entrant expressly waives any and all such rights. In the event that the foregoing waiver is unenforceable or prohibited by law, the parties agree, for the sole benefit of Infolinks, that the Delaware Court of Chancery or the U.S. District Court for the District of Delaware U.S. shall have exclusive jurisdiction over any claim or matter arising out of or in connection with these Rules or the Contest. Notwithstanding the foregoing, nothing in this clause shall limit the right of Infolinks to take proceedings against any entrant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.