

OFFICIAL RULES

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

GENERAL

Any contest, campaign, project or request for proposal (a "**Project**") administered by Tongal, Inc. ("**Tongal**") is a skill-based contest and chance plays no part in the determination of the winner(s). These Official Rules form a binding legal agreement between you and Tongal with respect to each and every Project in which you participate. You will also be asked to review and agree to abide by these Official Rules as well as agree to certain stipulations as a condition to any submission you make in connection with each Project. You must follow all instructions and submit your entries to be considered in a Project.

These Official Rules provide the general rules applicable to all Projects administered by Tongal, and each Project may have additional rules located on the "Project Details" and/or "Project Requirements" pages for each Project (collectively, the "Project Details Pages"), which supplement these Official Rules. Any reference in these Official Rules to "Official Rules" with respect to any Project shall be deemed to be a reference to these Official Rules and the Project Details Pages for such Project, taken as a whole. In the event of any conflict or inconsistency between these Official Rules and the rules or other information provided on the Project Details Pages for any Project, the rules or such other information posted on the Project Details Pages shall govern. These Official Rules may be modified from time to time by Tongal without any notice to any Member (as defined below), and any such modifications shall be effective as of the date they are posted on the Tongal Web site located at <http://www.tongal.com> (the "Website"). These Official Rules and all other governing documents for this prize competition will also be posted on www.challenge.gov as well as the Website. If there is any disparity between the information on these two websites, the information on www.challenge.gov is controlling.

SECTION 1: ELIGIBILITY

Projects are open only to Participants age thirteen (13) years or older at the time of entry (or the age as otherwise specified for a particular Project on such Project's Project Details Pages), who are United States residents or citizens, and who are registered users of the Website (each, a "**Member**"). All references in these Official Rules to "**You**" (including references to "**Your**") are to you, in your capacity as a Member. A minor (for these purposes, a person under 18 years of age, or 19 years of age if such person resides in Nebraska or Alabama or under 21 years of age in Mississippi, at of the time of entry) submitting an entry for a Project must receive his/her parent/legal guardian's permission and include his/her parent's/legal guardian's name and contact information on the official entry form where indicated. If a prize is won by a minor, the prize shall be awarded to the minor's parent or guardian, who must execute the required documentation on the minor's behalf as a condition to the payment by Tongal of any prize money. **If You are a minor, any references in these Official Rules to "You" shall be deemed to be Your parent or legal guardian, on your behalf. Tongal shall have no liability with respect to disputes between You and your parent(s) or legal guardian(s).**

The following individuals are not eligible to participate in a Project: employees, contractors, directors and officers of Tongal or the sponsor of a Project (the "**Sponsor**") identified on the applicable Project Details Pages for such Project, and each of their respective parent companies, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Project agencies involved in the administration, development, fulfillment and execution of such Project (collectively, "**Project Parties**"), and any spouse, parent or child of any of the Project Parties.

BY ENTERING A PROJECT, YOU AFFIRM YOUR ELIGIBILITY, REPRESENT AND WARRANT THAT YOU HAVE REVIEWED THE TERMS OF USE AND PRIVACY POLICY OF TONGAL, AND AGREE TO BE BOUND BY THESE OFFICIAL RULES, THE TERMS OF USE OF THE WEBSITE, THE RULES AND OTHER REQUIREMENTS POSTED ON THE PROJECT DETAILS PAGES, AND ALL DECISIONS OF THE JUDGES, WHICH ARE FINAL, BINDING AND CONCLUSIVE WITH RESPECT TO ALL MATTERS RELATING TO PROJECTS.

SECTION 2: PROJECTS

The entry periods for each Project, or the various Project phases, will be stated on the Project Details Pages for the Project. Tongal reserves the right to extend the deadline for submission of entries for any Project, or Project phase. Tongal reserves the right to suspend or cancel any Project, or Project phase, due to a lack of qualified entries, and upon the occurrence of an event rendering the Project impossible or contrary to the law as determined in Tongal's sole and absolute discretion.

SECTION 3: ADMINISTRATION OF PROJECTS

Any Project may be structured differently from other Projects. For example, some Projects may have only one phase (e.g., create a music video, produce a "how to" video, or come up with a catchy tag line for a branded product or service), while others may have various phases (e.g., phase 1 is to come up with an idea for a product advertisement, phase 2 is to develop a "pitch" for such product advertisement, and phase 3 is to produce a completed 30-second video advertisement).

Any phase of a Project could be referred to generally as an "Idea Phase" (which also includes, but is not limited to, concepts, stories, names, solutions, characters, suggestions or other text-based submissions), a "Pitch Phase" (which also includes, but is not limited to, storyboards, illustrations or visualizations) or a "Video Phase" (which also includes, but is not limited to, animations, movies, advertisements, episodes or a series). To the extent that the description of any Project (or phase thereof) does not fit within any of the categories described in the preceding sentence, the specifics pertaining to entry submission and judging will be set forth on the Project Details Pages for such Project. The following provisions shall apply to each phase of a Project, regardless of whether it is an Idea Phase, a Pitch Phase or a Video Phase.

a. Submission of Entries

REFER TO THE PROJECT DETAILS PAGES FOR THE LIMIT ON THE NUMBER OF PROJECT SUBMISSIONS (EACH, AN "ENTRY") PER MEMBER. ANY ENTRY SUBMITTED IN PERSON, BY MAIL, BY FAX, OR BY ANY MEANS OTHER THAN SUBMISSION VIA THE WEBSITE WILL NOT BE ACCEPTED.

An Entry may not be submitted by more than one Member. If an Entry was developed by more than one person, only the Member who submitted the Entry into the Project may be awarded a prize(s). All Entries must be received during the applicable entry period stated in the Project Details Pages and must satisfy all other requirements contained or referred to in these Official Rules and the Project Details Pages.

BY SUBMITTING AN ENTRY IN ANY PHASE OF A PROJECT, YOU REPRESENT AND WARRANT TO TONGAL AND THE SPONSOR OF SUCH PROJECT THAT YOUR SUBMITTED ENTRY:

- Does not contain content that is in violation of or infringes any intellectual property rights of any third party (including, but not limited to, copyrights, trademarks, trade names, logos, and rights of publicity);
- Except as otherwise contemplated elsewhere in these Official Rules, has not been entered in any previous contest, or has not won any previous award;
- Will not be submitted in the future as an entry in any other contest, for an award or other honor without prior written consent from Tongal and the Sponsor of the Project;
- Has not been published or distributed previously in any media (including, without limitation, on the Internet);
- Does not contain any claim that is not and cannot be substantiated or that would be false and/or misleading to a reasonable consumer;
- If applicable, is compliant with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255).
- Does not contain or anticipate the inclusion of any commercial content that promotes any product, service or other objective other than those of the Sponsor;
- Except as otherwise contemplated elsewhere in these Official Rules, does not contain content to which You do not own all right, title and interest (or have a legal right to use). Any elements appearing in a video, including, without limitation, stills, clip art, stock footage, supers, music (lyrics and/or melody) or other materials must be Your own original work created and performed by You, or be in the public domain; and
- Does not in any other way violate applicable laws and regulations or network standards.

If your Entry is an Entry in a Video Phase of a Project, You additionally represent and warrant to Tongal and the Sponsor of such Project that You have received written consent from every person who appears in or is heard in Your Entry (each, a "Video Participant") for such Video Participant's inclusion in such Entry, and You acknowledge that to be eligible to be selected as a winner of a Video Phase of a Project, You shall be required to provide proof of each Video Participant's consent.

If your Entry is an Entry in a Video Phase of a Project, You additionally represent and warrant to Tongal and the Sponsor of such Project that You have received written consent from every location that appears in Your Entry for inclusion in such Entry, and You acknowledge that you shall submit a completed location release to be eligible to be selected as a winner of a Video Phase of a Project.

As a condition of participating in the Video Phase of any Project (even if it is the sole phase of such Project), You agree, and represent and warrant that each Video Participant has agreed that in the event any of his or her likeness or voice, including, without limitation, performance and image in any form, as incorporated in Your Entry, in whole or in part, is used in any production such that the use is subject to the SAG Commercials Contract or any other applicable SAG contract, at the request of the Sponsor of such Project, to sign such standard contract and accept the minimum amount of compensation due him or her pursuant to the SAG Commercial Contract or such other applicable SAG contract.

TONGAL RESERVES THE RIGHT TO REJECT ANY ENTRY THAT IT DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, (A) CONTAINS UNSUITABLE OR OFFENSIVE CONTENT, INCLUDING, WITHOUT LIMITATION, NUDITY,

SEXUALLY EXPLICIT, DISPARAGING, LIBELOUS OR OTHER INAPPROPRIATE CONTENT, OR (B) VIOLATES ANY OF THE REQUIREMENTS OF THESE OFFICIAL RULES. NO ENTRIES WILL BE RETURNED.

SUBJECT TO THE INTELLECTUAL PROPERTY LICENSE EXECUTED BY PARTICIPANTS, BY SUBMITTING AN ENTRY TO A PROJECT, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE POSTED BY TONGAL, IN ITS SOLE AND ABSOLUTE DISCRETION, ON THE WEBSITE, OR BY THE SPONSOR OF SUCH PROJECT ON ONE OR MORE OF THE SPONSOR'S WEBSITES, IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO RIGHT, TITLE OR INTEREST IN OR TO ANY PROPERTY (INTELLECTUAL OR OTHERWISE) OF ANY SPONSOR ("SPONSOR PROPERTY"), EXCEPT TO THE EXTENT THAT YOU USE SPONSOR PROPERTY IN CONNECTION WITH YOUR ENTRY (A "PERMITTED USE"). EACH PERMITTED USE IN CONNECTION WITH A PARTICULAR PROJECT WILL EXPIRE IMMEDIATELY UPON (A) YOUR FAILURE TO SUBMIT THE APPLICABLE VERIFICATION FORMS WITHIN THE TIME REQUIRED PURSUANT TO THE TERMS OF SUCH PROJECT, OR (B) UPON TONGAL'S ANNOUNCEMENT OF THE WINNING ENTRIES IN SUCH PROJECT, WHICHEVER OCCURS FIRST. ANY USE OF ANY SPONSOR PROPERTY OTHER THAN PERMITTED USE IS STRICTLY PROHIBITED. IF YOU VIOLATE THE IMMEDIATELY PRECEDING SENTENCE, YOU SHALL BE DISQUALIFIED FROM SUCH PROJECT AND MAY BE BARRED FROM THE WEBSITE INDEFINITELY, AS DETERMINED BY TONGAL IN ITS SOLE AND ABSOLUTE DISCRETION.

b. Selection of Entry Winners

The Project Details Pages for each Project will set forth the number of winning places for which Members are competing against one another. Those places with respect to any Project will be considered "in the money" for purposes of these Official Rules. A team of qualified judges selected by the Sponsor, including a head judge for each Project (the "**Head Judge**"), will select from the eligible Entries based on certain factors determined by the Sponsor. Without limiting the preceding sentence, in addition to any factors that may be separately stated on the Project Details Pages for a Project, the judging criteria for any Project (or phase of any Project) shall be: (1) viability of the Entry as a premise for the final objective of the Project (e.g., commercial advertisement, music video, how-to-video, etc.); (2) creativity; and (3) effectiveness in promotion of the brand that is the subject of such Project. The Entries with the highest rankings from the judges for such Project are referred to in these Official Rules as the "**Entry Finalists**," and will be eligible, subject to the other provisions of these Official Rules, to receive the prize designated for such place of finish in the money on the Project Details Page for such Project. In the case of a tie, the tie will be broken by the ranking of the Head Judge based the judging criteria. If multiple Entries in a Project are substantially similar to one another, as determined by the judges for such Project, the Entry that was first submitted to Tongal will be judged, and all other substantially similar Entries will be rejected. All decisions of the judges are final.

Tongal will post the name of each of the Members responsible for submitting the Entry Finalists (each, a "**Finalist Member**") on the Project Details Pages for such Project and such Member's "My Tongal" page promptly after the close of the Entry Period. Each Finalist Member must complete, sign and submit a Winner Affidavit of Eligibility & Release, a Tongal Intellectual Property License, and the relevant release forms (all of which are available for download from the Website) (collectively, the "**Verification Forms**") to Tongal within five (5) business days after the completion of the final phase of such Project as a condition to receiving any prize in connection with such Member's winning Entry. **Tongal shall have no obligation to pay any prize to any Finalist Member in the event that such Finalist Member fails to timely submit the Verification Forms to Tongal.**

See the Project Details Pages for each Project for further details on the payment of prizes to Members.

c. Exhibition Viewing

If Tongal and the Sponsor agree that a Project (or phase thereof) will have an exhibition viewing component, then all valid entries for such Project (or phase thereof), i.e., all entries that satisfy the eligibility criteria stated in these Official Rules, will be posted for the public (ages thirteen or older) to view at the Website during the "Exhibition Viewing" phase of a Project (the "**Exhibition Viewing Period**"). Being viewed during the Exhibition Viewing Period in accordance with the on-screen instructions for such phase of a Project will be a factor in determining the exhibition viewing winner (the "**Exhibition Viewing Winner**"). See the Project Details Pages for each Project to determine whether there is an exhibition viewing phase for such Project and to view the specific rules related to the Project. Any Member that engages in or is suspected of engaging in vote farming, vote exchanges, or any other form of vote manipulation, will be disqualified at Tongal or Sponsor's discretion.

If applicable, Tongal will post the name of the Exhibition Viewing Winners on the Project Details Pages for such Project and such Member's "My Tongal" page promptly after the close of the Exhibition Viewing Period. Each Exhibition Viewing Winner must complete, sign and submit Verification Forms (as defined above) to Tongal prior to the completion of the video phase of such Project as a condition to receiving any prize in connection with such Member's Entry. **Tongal shall have no obligation to pay any prize to any Exhibition Viewing Winner in the event that such Exhibition Viewing Winner fails to timely submit the Verification Forms to Tongal.**

See the Project Details Page for each Project for further details on the payment of prizes to Members.

SECTION 5: GENERAL CONDITIONS

- By participating in any Project (or phase thereof), You agree to be bound by these Official Rules and the decisions of the judges, which are final on all matters pertaining to any Project or phase thereof, and You waive any right to claim ambiguity in a Project or these Official Rules. Neither Tongal nor the Sponsor is responsible for lost, late, or misdirected entries or submissions.
- **TONGAL RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY NOTICE, TO DISQUALIFY ANY ENTRY AT ANY TIME DURING A PROJECT (OR PHASE THEREOF) IF THE MEMBER WHO SUBMITTED SUCH ENTRY PUBLISHES IT (VIA THE INTERNET OR OTHERWISE) PRIOR TO THE COMPLETION OF THE PROJECT (OR FINAL PHASE THEREOF). IN ANY SUCH INSTANCE, TONGAL RESERVES THE RIGHT TO EXPEL SUCH MEMBER FROM THE TONGAL COMMUNITY INDEFINITELY.**
- **TO CLAIM ANY PRIZE AS A RESULT OF ANY PROJECT (OR PHASE THEREOF), UNLESS PROHIBITED BY LAW, YOU MUST SIGN AND RETURN TO TONGAL A WINNER AFFIDAVIT OF ELIGIBILITY AND RELEASE AS INDICATED IN THESE OFFICIAL RULES (SEE ABOVE). IF YOU ARE A MINOR, THEN YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THE WINNER AFFIDAVIT OF ELIGIBILITY AND RELEASE. TO CLAIM ANY PRIZE AS A RESULT OF ANY PROJECT (OR PHASE THEREOF), WITHOUT LIMITING ANYTHING ELSE CONTAINED IN THESE OFFICIAL RULES OR THE VERIFICATION FORMS, YOU (OR YOUR PARENT OR LEGAL GUARDIAN IF YOU ARE A MINOR) MUST IRREVOCABLY GRANT AND ASSIGN TO TONGAL, THE SPONSOR AND THEIR AFFILIATES, PARENTS, SUBSIDIARIES, LEGAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AGENTS AND LICENSEES, THE UNCONDITIONAL, SUBLICENSABLE, AND PERPETUAL RIGHT AND PERMISSION TO COPYRIGHT (AS APPROPRIATE), REPRODUCE, ENCODE, STORE, COPY, TRANSMIT, PUBLISH, POST, BROADCAST, DISPLAY, PUBLICLY PERFORM, ADAPT, EXHIBIT AND/OR OTHERWISE USE OR REUSE (WITHOUT LIMITATION AS TO WHEN OR TO THE NUMBER OF TIMES USED), YOUR ENTRY, NAME, CITY OF RESIDENCE, IMAGE, VOICE, LIKENESS, STATEMENTS AND BIOGRAPHICAL MATERIAL, AS WELL AS ANY ADDITIONAL PHOTOGRAPHIC IMAGES, VIDEO IMAGES, PORTRAITS, INTERVIEWS OR OTHER MATERIALS RELATING TO YOU AND ARISING OUT OF YOUR PARTICIPATION IN A PROJECT IN ANY MEDIA THROUGHOUT THE UNIVERSE FOR ANY PROPER PURPOSE, WITHOUT LIMITATION, AND WITHOUT ADDITIONAL REVIEW, COMPENSATION, OR APPROVAL FROM YOU OR ANY OTHER PARTY.**
- Winners of any phase of a Project may also be required to sign additional documents, as deemed necessary by Tongal or the Sponsor in their sole and absolute discretion, to effectuate the terms and conditions set forth in these Official Rules. The absence of any such additional documents shall not diminish the effect of any license of any rights by You to Tongal, the Sponsor or their respective successors and assigns. The Member is the one individual person who registered on the Website to participate in the Project. In the event of dispute regarding the identity of a Member, the dispute will be resolved in favor of the individual who is both the authorized Project registrant and, if available, the Authorized Email Account Holder of the Member who registered to participate in the Project. **"Authorized Email Account Holder"** is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, educational institution) responsible for assigning email addresses for the domain associated with the submitted email address.
- Except as otherwise stated herein, any personal information about You collected in connection with any Project will be used and disclosed only in accordance with the Privacy Policy of Tongal, access to which is provided on the Website. By entering a Project, You expressly agree to receive email notifications from Tongal regarding the status of such Project. Unless You indicate that You do not wish to receive email from Tongal, You may also receive Tongal's email regarding Tongal's products and services and other information that might be of interest to You.
- If for any reason a Project is not capable of running as planned, including without limitation, lack of qualified entries, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of such Project, Tongal reserves the right, at its sole discretion, to cancel, modify or terminate such Project. Tongal reserves the right, in its sole and absolute discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of a Project; (b) violating these Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Tongal reserves the right to require any potential winner of any phase of a Project to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for such Project will not bring any of the Project Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on such Project as determined by Sponsor in its sole and absolute discretion.
- If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be deemed to be amended to conform to such law and all other provisions shall remain in full force and effect. The interpretation and enforcement of these Official Rules will be governed by the laws of the State of California, USA, except to the extent required to be governed by the local law in the place of residence of a Member, provided that in any legal proceeding involving NIST or any other federal

agency, federal law shall apply. Participation is subject to all U.S. federal, state and local laws and regulations. Participants are responsible for checking applicable laws and regulations in their jurisdiction(s) before participating in the prize competition to ensure that their participation is legal. The Sponsor shall not, by virtue of conducting this prize competition, be responsible for compliance by Participants in the prize competition with Federal law, including licensing, export control, and nonproliferation laws, and related regulations.

- Unless a project is explicitly sponsored by Apple, Inc., Tongal projects are not affiliated with Apple in any way.

SECTION 6: LIMITATIONS OF LIABILITY AND RELEASE

- No liability or responsibility is assumed by Tongal, the Sponsor or any of their respective parent companies, subsidiaries, affiliates, successors, assigns, advertising and promotions agencies, and their respective employees, agents and contractors ("**Released Parties**") resulting from Your or any other Member's participation in or attempt to participate in a Project or ability or inability to upload or download any information in connection with participating in a Project. No responsibility or liability is assumed by the Released Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of a Project: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention in the operation of a Project, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of a Project, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with a Project. None of the Released Parties are responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of the Website is at Your own risk.
- None of the Released Parties are responsible for any death, personal injury or property damage or loss of any kind which may be sustained by You or any other Member or any third party, regardless of whether or not the third party is participating in the Project, from participation in any Project (or phase thereof), use of the Website, or the downloading of any information from the Website. By participating in a Project, You release and agree to hold harmless each of the Released Parties from and against any and all claims, damages or liabilities arising from or relating to Your participation in any Project, including, without limitation, death, personal injury or property damage. None of the Released Parties shall be liable to any third parties for any claims, damages or liabilities arising from or relating to Your participation in any Project, including, without limitation, death, personal injury or property damage. By accepting a prize in a Project, You agree that the Released Parties shall not be liable for any death, loss or injury resulting from participation in such Project, or the acceptance or use of any prize. None of the Released Parties shall be liable in the event that any portion of a Project is cancelled due to condition beyond their control, including, without limitation, a lack of significant participation, as determined by Tongal, in its sole and absolute discretion.
- Participants shall agree to assume any and all risks and waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from participation in this prize competition, whether the injury, death, damage, or loss arises through negligence or otherwise.
- None of the Released Parties are liable for any dispute between collaborators arising under or related to a Project, including, without limitation, the distribution of any prize within a group of collaborators. In the event of a dispute between collaborators or regarding the identity of a Member that cannot be resolved to Tongal's satisfaction, the affected Member (and his or her entry) may be deemed to be ineligible to participate in a Project.
- By entering a Project, You agree that any and all other disputes, claims, actions and causes of action arising out of or connected with such Project or the prizes awarded, and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a federal or state court of competent jurisdiction sitting in Los Angeles, California. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and, subject to applicable law, never shall include consequential, incidental or punitive damages, and in no event attorneys' fees or costs.
- You agree that the releases in these Official Rules are intended to apply to all claims whether or not known or suspected to exist with the intent of waiving the effect of California Civil Code Section 1542 and other laws requiring the intent to release future unknown claims. You represent and warrant that you are familiar with Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- With full awareness of and understanding of this provision, You waive and voluntarily relinquish any right or benefit You may have under Section 1542 of the California Civil Code, and any similar provision of statutory or non-statutory law of any other jurisdiction, to the fullest extent that You may lawfully waive all such rights and benefits pertaining the subject matter of these Official Rules.
- **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF A PROJECT MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION AND EXPULSION FROM THE WEBSITE AND TONGAL COMMUNITY. SHOULD SUCH AN ATTEMPT BE MADE, TONGAL RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

SECTION 7: INDEMNIFICATION

- You agree to indemnify, defend and hold the Released Parties harmless from and against any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of or reasonably related to Your participation in a Project, including, but not limited to, bodily injury, death, property damage, violation or infringement of trademark, copyright, or other intellectual property rights, right of publicity, right of privacy and defamation. You agree to release and indemnify and hold harmless each of the Released Parties from and against any and all claims that any Project entry, advertising, promotion, presentation, Web content or any other material subsequently produced, presented, and/or prepared by or on behalf of any of the Released Parties (individually or collectively) infringes on the rights of Your work as contained in any such entry.

SECTION 8: WINNERS LIST/RULES

- The names of the winners of each phase of a Project will be available on the Website for at least 60 days after the completion of the final phase of such Project. See the Website for more information.

SECTION 9: TONGAL ADDRESS

- Tongal, Inc., 1918 Main Street, 2nd Floor, Santa Monica, CA 90405
- All trademarks are the property of their respective owners. The use of certain products and services as prizes does not imply participation in, or approval of, any Project by their respective companies.