

April 20, 2009
CXO/Children's Hospital Boston "Kids Poster Contest"

This promotion is a skill contest; there is no randomness involved in determining the winners.

Children's Hospital Boston "Kids Poster Contest"
Official Rules – NO PURCHASE OR DONATION NECESSARY TO PARTICIPATE OR WIN.

OPEN TO: The Children's Hospital Boston "Kids Poster Contest" ("Contest") is only open to legal residents of the 50 United States and the District of Columbia, ages 8 through 12 at the time of entry. Void where prohibited by law. Employees and members of their immediate families and households of Children's Hospital Boston ("Sponsor"), its subsidiaries, affiliated companies, advertising and promotion agencies, electronic media firm, CXO Communication LLC, and anyone involved in the production, development or handling of this Contest are not eligible. All federal, state, and local laws and regulations apply.

TIMING: Contest begins at 12:01 a.m. (all times are Eastern Time) on 4/20/09 and ends at 11:59 p.m. on 6/12/09 ("Contest Period").

HOW TO ENTER: To enter, visit www.Kids.GenerationCures.org ("Contest Website") to find the online entry form. Complete the requested information and follow the instructions to create a poster of your own original design. Entries will be judged on the following: a.) communication of the message of Generation Cures and Game for Good/Make It Better which is "kids helping kids through fun and games" (25%), b.) originality (25%), c.) creativity (25%), and d.) public appeal as determined by public votes received during the Voting Period (25%). Entry must be the sole original work of the contestant. After submitting your entry, please allow approximately 48 hours for the entry to be reviewed before being posted to the Contest Website. Online contestant must be the authorized account holder (or the parent or legal guardian of a minor entrant) of the email account from and for which the entry is made. By entering this Contest, contestants and the parent or legal guardian of entrants accept and agree to be bound by these Official Rules.

Entries may not include: (a) any copyrighted material including but not limited to images, copy, trademarks, logos, or trade dress (such as distinctive building exteriors), look-alikes of celebrities or other public or private figures living or dead, or profanity, nudity or material deemed offensive to the judges; (b) false or defamatory statements about any person or any third party; (c) third party trademarks which suggest affiliation with any trademark owner without permission of such owner or that dilute the value of any trademark; (d) act which is dangerous or harmful to person or property or suggests/depicts any person to undertake a dangerous activity; or (e) obscene, indecent, violent, sexually explicit, abusive, discriminatory, racially inflammatory or other morally

or legally objectionable depictions of material, in the opinion of the judges or the Sponsor. If an entry includes any of the prohibited elements listed above, the entry will be disqualified, along with the contestant who submitted it. Sponsor reserves the right to modify or reject any entry, in their sole discretion, that does not meet the above criteria. Once submitted, an entry cannot be modified. BY SUBMITTING AN ENTRY, CONTESTANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE AND EDITED, IN SPONSOR'S DISCRETION.

Use of Entries: Entries become the property of Children's Hospital Boston and none will be returned or acknowledged except as provided herein. Submission of an entry and prize acceptance grants Sponsor and its agents an unlimited, worldwide, perpetual license and right to publish, use, edit, adapt, modify and/or publicly perform the entry in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without notice or consideration of the contestant. By submitting an entry and accepting a prize, parent or legal guardian of winning contestant further agrees that his/her entry constitutes an assignment of all rights, including but not limited to intellectual property rights, and title in and to such entry to Sponsor.

JUDGING: Entries will be judged in two phases. 1.) Public Voting: All entries not otherwise disqualified will be posted at the Contest Website during the Contest Period for public viewing and voting to establish public appeal, a criteria in the final judging stage; Limit of one vote per person or e-mail address. Voters' e-mail addresses will only be collected for use in monitoring voting restrictions for the purpose of administering this Contest, subject to the Privacy Policy posted on the Contest Website. Votes cast by macro or robotic system or any means designed to gain an unfair advantage or impugn the integrity of the Contest are subject to disqualification in the Sponsor's sole discretion. 2.) Final Judging Stage: All entries will be judged by a panel of judges comprised of Sponsor employees based on the following criteria: a.) originality (25%), b.) creativity (25%), c.) communication of the message of Generation Cures and Game for Good/Make It Better which is "kids helping kids through fun and games" (25%), and d.) public appeal as determined by public votes received during the Voting Period (25%). In the event of a tie, an additional judge will be added to the panel. Decisions of the judges shall be final in all matters related to this Contest.

PRIZES and approximate retail values ("ARV"): One (1) Grand Prize (1): iPod Nano® (\$149.00 ARV); Three (3) First Prizes: Nintendo DS Lite® (\$129.99 ARV each). Total ARV of all prizes: \$538.97. Prizes are not transferable or redeemable for cash. No substitution for prizes except as may be necessary due to unavailability, in which case a prize of equal or greater value will be awarded. Taxes are the winner's responsibility.

WINNERS will be determined on or about 6/30/09 by a judging panel, whose decisions are final on all aspects of the Contest. Potential winners will be notified by e-mail and phone and parent or legal guardian of winner must confirm eligibility of winner and prize acceptance via the completion of a prize acceptance form that must be returned via email or mail within fourteen (14) days of the date and time of notification or prize will be forfeited and a runner-up will be determined. Please allow two days after verification of

winner eligibility for acknowledgement and notice of timing for prize delivery. You are not a certified winner until your eligibility is verified and you receive official notification from the judges. Limit of one prize per person. Winners and the parent or legal guardian of winners acknowledge that prizes are awarded “as is” and that any representation, guarantee or warranty, express or implied, in law or in fact, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose is expressly disclaimed.

GENERAL TERMS: By participating in the Contest, contestants warrant and represent that none of the material submitted or posted infringes upon or otherwise violates the copyright, trademark, privacy, publicity or other intellectual or proprietary rights of any person or entity and that they have fully complied with the Official Rules. Prize acceptance constitutes permission (except where prohibited) to use winner’s name, likeness and entry (in whole or in part) for publicity purposes in all forms of media including the worldwide Internet without additional compensation, notification or permission. **CONTESTANTS AGREE TO BE BOUND BY THE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES AND TO RELEASE AND HOLD HARMLESS SPONSOR, ITS RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, JUDGING AGENCIES, DIRECTORS, OFFICERS, PRIZE SUPPLIERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, OR THE DOWNLOADING, ACCESSING OR SUBMISSION OF ENTRY MATERIALS.**

INTERNET: By participating in the Contest, contestants agree that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the Privacy Policy posted on the Contest Website. Participants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person’s ability to enter the Contest. Sponsor and its agents are not responsible for any injury or damage to contestants’ or any other person’s computer related to or resulting from entering or downloading any materials in the Contest. Sponsor reserves the right to cancel or suspend the Contest on the Internet should a computer virus, unauthorized intervention or

other cause corrupt the integrity or proper conduct of the promotion. Sponsor reserves the right to disqualify any contestant found to be disrupting the operation of the Contest or its web site. If the integrity of the Internet portion of the Contest is compromised in any manner, Sponsor reserves the right to modify Contest and judge winners from valid entries received that are unaffected by the problem. In the event of a dispute as to the identity of any online contestant, contestant will be deemed the individual named on the online entry form.

WINNER LIST: For a list of winners, send a self-addressed stamped envelope to: Kids Poster Contest Winners List, CXO, 175 Forest Ave, Palo Alto, CA 94301.

SPONSOR: Children's Hospital Boston, Boston, MA, and is administrated by CXO Communication LLC, 175 Forest Avenue, Palo Alto, CA 94301.

iPod Nano® is a registered trademark of Apple, Inc. Nintendo DS Lite® is a registered trademark of Nintendo of America Inc. Both companies are not affiliated with the sponsorship or administration of this Contest.