

VOID WHERE, OR TO THE EXTENT, PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

1. INTRODUCTION

This document describes the official rules (“Official Rules”) of the TENTHMIL art contest: “Green is Green Art Contest”. Contest organized by www.tenthmil.com, (the "Contest"). The object of this Contest is to capitalize on our community members’ artistic talents and have them use their knowledge and creativity to create original works depicting the environment while using the TENTHMIL logo. Information on how to enter and about the prizes is part of these Official Rules. To the extent of any inconsistency, these Official Rules prevail.

2. DEFINITIONS

"Entry" means one (1) art piece or design created by the Entrant for this Contest.

"Entrant" means the individual or group of individuals that offers the Entry under the terms of this Contest.

"Sponsor" means TENTHMIL, located at 1342 High St., Eugene, OR, 97401.

3. ACCEPTANCE

Participation constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Rules. By participating in the Contest, the Entrant is representing and warranting that he/she has read and understood, and agrees to be bound by, these rules. Including the guides and rules referred to herein, these Official Rules constitute the entire agreement between the Entrant and the Sponsor in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and the Sponsor and relating to the Contest.

4. ELIGIBILITY

- For residents of the United States, Contest is open only to individuals who are 18 years or older; for non-residents of the United States, Contest is open only to individuals who have reached the age of majority in the country where they reside.
- Contest is open only to individuals or groups of individuals. Contest is not open to companies, educational institutions, organizations, etc. or to groups associated with such institutions.
- Contest is void in Cuba, Iran, Iraq, North Korea, Puerto Rico, Province of Quebec (Canada), Sudan, Syria, Union of Myanmar, and where prohibited by law.
- Employees and contractors of TENTHMIL and their respective parent companies, subsidiaries, affiliates, suppliers, advertising agencies, and families, and persons living in the same household as such employees, are not eligible to participate.

5. SEVERABILITY

When any provision of these Official Rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the Court should endeavor to give effect to the intentions of the

parties as reflected in the provision, and that the other provisions of these Official Rules remain in full force and effect.

6. CONTEST PERIOD

The Contest runs from 12:00 a.m. Pacific Time January 20, 2010 through 11:59 p.m. Pacific Time March 20, 2010. All Entries must be received by Sponsor no later than 11:59 p.m. PST on March 20, 2010. Sponsor in its sole discretion may cancel or postpone the Contest.

7. HOW TO ENTER

To enter the Contest, the Entrant must go to <http://www.tenthmil.com/register> and (a) complete and submit the online registration form and (b) submit the Entry to contest@tenthmil.com. Submitting work constitutes the Entrant having read and agreed with the Official Rules described in this document. There is no fee to enter the Contest.

Entries must be submitted online by 11:59 p.m. Pacific Time March 20, 2010. Each Entrant must be the named and authorized account holder of the email address submitted in connection with that Entrant's Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Entries submitted will not be returned or acknowledged.

Without limiting any representations or warranties, the Sponsor has the right (though not the obligation) to, in the Sponsor's sole discretion, reject or remove from the Sponsor's websites, servers and computer systems any Entry that, in the Sponsor's sole discretion, violates these Official Rules or any applicable Sponsor policy or is in any way harmful or objectionable. Sponsor also reserves the right to disqualify any Entrant or Entry at the Sponsor's sole discretion. No correspondence shall be entered into.

8. WORK CRITERIA

All Entries must meet specific criteria to be accepted into the contest:

Only one (1) entry per entrant may be submitted;

Entry must be relating to the environment in any given way;

Entry must be at least 300 dpi, and at least 800x800 pixels;

The Submission must not contain material that violates, misappropriates or infringes another's rights, including but not limited to privacy rights, rights of publicity or intellectual property rights (such as copyrights);

The Submission must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Competition;

The Submission must not contain brand names or trademarks, with the exception of the TENTHMIL logo;

The Submission must be the original creation of the entrant and must not contain images or artwork not created by entrant, other than the TENTHMIL logo;

The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;

The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created;

The duplication, distribution, display, performance, use or other exploitation of the Submission must not infringe or misappropriate any intellectual property or other proprietary rights of any individual or entity, including without limitation any copyrights, trademark rights, rights of publicity or privacy rights;

The Submission shall: (i) be free from and shall contain no computer code which, to the best of Participant's knowledge, might (A) disrupt, disable, harm or otherwise impede in any manner the operation of a computer program, computer system, software, firmware, hardware, game platform or network, (B) damage or destroy any data files residing on a computer system or game system without the user's consent, (C) adversely affect the hardware, Sponsor's development or test equipment, or other software of the user thereof in any way and/or (D) enable Participant, an affiliate, or anyone else, other than Sponsor, to access Sponsor's hardware, software, network, games, products or services for any reason; (ii) not be defamatory, obscene, lewd, lascivious, filthy, child pornographic, excessively violent, harassing or otherwise objectionable or harmful to minors; (iii) not contain any viruses, trojan horses, worms, time bombs, cancelbots, snooping or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (iv) not violate or infringe any intellectual property right, right to privacy or any other right of any individual or entity, and shall be free of any third party claim of infringement of any patent, trademark, copyright or other intellectual property right or any other right(s); and

The Submission shall not contain defamatory material and shall not violate any person's right of privacy or publicity. Participant is solely responsible for obtaining, at its sole cost and expense, all clearances, permissions, waivers, releases, approvals and licenses required to exhibit, display, perform, distribute (through any means or methods whether now known or hereafter to become known) and otherwise exploit the Submission, including any and all footage, tapes, film, music, likenesses, voices, sounds, emotes, logos, images, appearances, etc., and the payment of any license or other fees, costs or expenses associated therewith and to provide the unrestricted right, title and interest in and to the Submission as described herein

9. PRIZES

One Grand Prize, one second place prize, and one third place prize will be awarded to the best submissions of the 10 Finalists.

The one (1) grand prize winner will receive a \$1,000 scholarship.

The second (2nd) place winner will receive a \$500 scholarship.

The third (3rd) place winner will receive a \$250 scholarship.

The prizes are non-transferable and no substitution by winner or cash equivalent is permitted. The Sponsor may substitute any prize for an equivalent one of equal or greater value at its sole discretion. Please note that if the winner is a group of individuals, then the group will share the above-stated prize. A prize will not be given to each member of the group. Entrants will be responsible for all federal, state, local and other applicable taxes relating to any prize awarded in this Contest.

10. JUDGING AND SELECTION OF WINNER

Participant Rating: During the Competition Period, Submissions will be judged by the Sponsor. The rating system to be used is based on the Sponsor's judgment of Entry quality. Depending on the submissions, or lack of submissions, there may be support articles for which Sponsor will not choose a winner.

Any submission that Sponsor believes has been plagiarized or is illegal will be disqualified.

The Entrant with the best Entry will be the grand prize winner. The Entrants with the subsequent highest scores will be the 2nd and 3rd place winners.

The winners will be selected on or about April 20, 2010. All winners will be notified by mail, phone, or email on or about April 20, 2010.

The decisions of the judging panel are final on all matters relating to the Contest and no correspondence will be entered into. All potential winners will be subject to verification of eligibility and compliance with these Official Rules, will be required to sign and return to Sponsor an affidavit of eligibility (or equivalent if outside the USA), liability/publicity release within ten (10) days of the date of winning notification, otherwise the prize (if applicable) will be forfeited, and the Entrant having the next highest score will be deemed to be the winner. If a winner is a group as opposed to one (1) individual, each member of the group listed on the Entry Page must sign and return to Sponsor an affidavit of eligibility and liability/publicity release within the timeframe stated above or the prize will be forfeited and an alternative winner will be notified. If a winner cannot be notified within five (5) days after his/her/its selection, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and the Entrant having the next highest score will be deemed the winner.

11. INTELLECTUAL PROPERTY

Any Entry entered in this Contest shall remain the exclusive property of the Entrant and Entrant's licensor, except for name TENTHMIL in any format, whether used with standard characters or special characters, and the TENTHMIL logo, all of which remain the sole and exclusive property of Sponsor; Entrant and Entrant's licensor shall excise any portion of the Entry which includes such name or logo

before any use or publication of such entry. By participating in the Contest and in addition to any open source license governing the Entry, the Entrant covenants to grant and does grant to Sponsor and its designees a perpetual, nonexclusive, irrevocable, sublicensable, unconditional, transferable, worldwide royalty-free license to Entry to use, reproduce, encode, store, modify, transmit, publish, post, copy, adapt, distribute, publicly display and perform and otherwise exercise all copyright and publishing rights with respect to the Entry and all derivative works and screen shots in connection with the Entry. In addition, Entrant licenses the Entry under the Creative Commons Attribution-Share Alike 3.0 License. In the case of Entrants who are Australian residents, Entrants consent to the Sponsor doing or omitting to do any act which may otherwise infringe the Entrant's moral rights (as defined in the Copyright Act 1968 (Cth)).

12. AUTHORIZATION TO USE WINNER'S NAME

Accepting the prize constitutes permission for the Sponsor to make public and otherwise use winner's name, voice, picture, likeness, opinions, biographical information, city and country of residence, and submitted work without further compensation in any media now known or hereafter developed for promotional and/or publicity purposes, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the contest as the Sponsor shall reasonably request from time to time.

13. INDEMNITY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

By participating in the Contest, the Entrant agrees to be bound by these Official Rules, including all eligibility requirements and all decisions of the Sponsor. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless the Sponsor and its officers, directors, employees, agents, affiliates, contractors, contributors, subsidiaries, licensors, distributors, and parent ("Sponsor Entities") from any and all liability, claims, or actions of any kind, including, without limitation, property damage, personal injury, and/or death, arising out of his/her (i) breach of any representation, warranty or covenant contained in these Official Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT THE SPONSOR ENTITIES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.

By participating in the Contest, the Entrant agrees that the Sponsor is not responsible, and will in no event be held liable, for any: (a) lost, late, illegible, misdirected, damaged, incomplete, corrupted or garbled entries; (b) telephone, computer, or network malfunction or error; (c) communication disruption or other disruptions related to Internet traffic, virus, bug, worm, or non-authorized intervention; or (d) damage caused by a computer virus or otherwise resulting to any computer from Entrant's access of the Contest website. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, the Sponsor may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at http://www.tenthmil.com/campaigns/arts/green_is_green_art_contest. If the Contest is terminated before the scheduled end of the Contest Period, the Sponsor will determine the winner from all eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of the Contest, or whom the Sponsor believes to be causing or attempting or intending to cause any

malfunction, error, disruption, or damage will be disqualified. The Sponsor reserves the right to disqualify any unauthorized entries, including, without limitation, multiple entries from the same person, or any entries made through robotic, automatic, mechanical, programmed or similar multiple-entry, or entry duplication, method and to disqualify any person or entity using such a method.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT IN NO EVENT WILL THE SPONSOR OR ANY SPONSOR ENTITY BE LIABLE TO ENTRANTS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF THE SPONSOR OR A SPONSOR ENTITY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THE CONTEST, THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE SPONSOR OR ANY SPONSOR ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US\$1,000 OR ANY OTHER AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE ENTRANT. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGEMENTS 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.

For the avoidance of doubt, to the extent that English law applies, nothing in these Official Rules shall limit or exclude either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

15. PRIVACY

Except as otherwise stated herein or as otherwise agreed by the Entrant and the Sponsor, the information communicated by the Entrant in connection with Entry to the Contest will be used for the purposes relating to this Contest, and will not be communicated to third-parties without prior permission.

16. TRADEMARK INFORMATION

The name TENTHMIL, as well as the TENTHMIL logo, are pending trademarks of the TENTHMIL Company.

17. INTERPRETATION, GOVERNING LAW; JURISDICTION

Interpretation. In the case of any dispute about the interpretation of the Rules, Sponsor's decision as to the interpretation shall be final and Entrant shall be bound by Sponsor's decision.

Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Oregon, USA. Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Subject to Section 5 above, if necessary any provision of these Official Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Rules. Entries by Entrants who are residents of Puerto Rico, Province of Quebec (Canada), Iran, Iraq, Sudan, Cuba, Syria, North Korea and Union of Myanmar shall not be valid.

18. CONSIDERATION

The Entrant agrees that the ability to participate in the Contest and to compete for the prizes offered in connection with the Contest constitute, where required, sufficient consideration for the Entrant's obligations under these Official Rules.