

Official Rules

The YMCA's Make Them Laugh Contest

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. PLEASE READ THESE RULES CAREFULLY.**
2. **Description.** This ["Make Them Laugh"] contest (this "Contest") is designed to encourage eligible entrants to use their creativity to produce and submit videos of no more than two (2) minutes in length (the "Materials") [that reduce stress and anxiety and promote overall well-being by causing repeated, hearty laughter]. A panel of judges will select the winner of this Contest in accordance with these Official Rules (these "Rules").
3. **Sponsor.** This Contest is sponsored by the YMCA of Metropolitan Atlanta located at Metro Offices, 100 Edgewood Avenue NE, Suite 1100, Atlanta, Georgia 30303 (the "Sponsor").
4. **Binding Agreement.** By entering this Contest, you agree to abide by these Rules and by the decisions of the Sponsor, whose decisions are final and binding on all matters relating to this Contest. If you are a minor, you must obtain the permission of your parent and/or legal guardian, and your parent and/or legal guardian must also agree to these Rules, both on their own behalf and on your behalf, before you can enter this Contest. Failure to comply with these Rules may result in disqualification at the Sponsor's sole discretion and selection of an alternate winner.
5. **Contest Period.** This Contest begins at 12:01:01 AM ET on [February 2, 2009] and ends at 11:59:59 PM ET on [April 30, 2009] (the "Contest Period").
6. **Eligibility.** THIS CONTEST IS VOID WHERE PROHIBITED. This Contest is open to individuals that (a) have access to the Internet at the start of and through the Contest Period, (b) submit Materials and register for this Contest as described in these Rules, and (c) are legal residents of one of the 28 counties of the Atlanta-Sandy Springs-Marietta Metropolitan Area (as defined by the U.S. Department of Labor Bureau of Labor Statistics)¹. This Contest is void in all other locations and where prohibited by law. The Sponsor and its affiliates, advertising and promotional agencies, and its and their officers, directors, employees, representatives, and agents, and their immediate families (spouse, children, parents and siblings) and those living in the same household of such persons at any time during this Contest Period are not eligible to participate in this Contest. Minors that do not obtain the permission of their parent and/or legal guardian, or whose parent and/or legal guardian do not consent to be bound by these Rules, both on their own behalf and on the minor's behalf, are not eligible to participate in this Contest.
7. **How to Enter.** You may enter this Contest by online submission during the Contest Period by visiting the following website, and following the online instructions to register and submit Materials for the Contest (each an "Entry" and collectively, "Entries"):
<http://www.ymcapass.com>
8. All Entries must be received by the Sponsor during the Contest Period as specified above –no earlier than 12:01:01 AM ET on [February 2, 2009] and no later than 11:59:59 PM ET on [April 30, 2009]. This Contest is limited to [three (3)] Entries per household. No robotic, script-based, or other user or third-party automated Entries are permitted. Illegible or incomplete Entries, or Entries that have been tampered with, will be disqualified.
9. **Entries.** All Entries (including without limitation any Materials and other Entry information) become the exclusive property of the Sponsor and will not be returned. You certify that your Entry is original and that you are the sole and exclusive owner and rights holder of such Entry, and that you have the right to submit such Entry for this Contest and for the purposes described in these Rules. You agree not to submit any Materials or take any actions connected with this Contest that (a) may infringe any proprietary, intellectual property, industrial property or personal rights or other rights of any third party, including without limitation, copyright, trademark, patent, trade secret, or confidentiality obligation; (b) otherwise violate or breach any law or depict any activity that violates any law, or (c) may be deemed offensive or otherwise inappropriate. You agree that the Sponsor may use, copy, modify, publicly

perform and display your Materials (with or without attribution to you) for any purpose without payment of any compensation, including by posting such Materials and information on a website. Notwithstanding the foregoing, Sponsor has no obligation whatsoever to use, publish or provide any Materials submitted by you.

10. **Release.** If you are a Winner, you agree, without payment of any compensation, to the use of your name, photograph, voice and likeness for advertising and publicity purposes related to this Contest, and any other media or promotional activity related to the Sponsor's business as reasonably requested by the Sponsor.
11. **Selection of Winners.** All Entries will be judged by a panel selected by the Sponsor (the "Panel"), which may include employees of the Sponsor. After evaluating the Entries, the Panel will select one (1) monthly winner on the 15th day of the calendar month during the Contest Period (i.e. March 15, 2009; April 15, 2009; and May 15, 2009) from eligible Entries received during the immediately preceding calendar month (each a "Monthly Winner") for a total of [three (3)] Monthly Winners, and one (1) grand prize winner (the "Grand Prize Winner" and collectively with the Monthly Winners, "Winners") from all eligible Entries [including prior Monthly Winners] on [June 1, 2009]. Monthly winners are eligible for selection as the Grand Prize Winner. On-line voting has been integrated into this Contest and may be reviewed by the Panel as an indicator of public popularity. However, the Panel shall remain the sole decision-maker for this Contest and shall in no way be bound by the results of such on-line voting. Decisions of the Panel with respect to the selection of the Winners are final.
12. **Prizes and Odds.** Each Monthly Winner will receive their choice of either (and not all) (a) a \$300 VISA® gift card, (b) a Nintendo® Wii, or (c) an iPod® Touch, each with an approximate retail value of [\$300] ("Monthly Prize"). The Grand Prize Winner selected by the Panel will receive a one-year family membership to the YMCA of Metropolitan Atlanta with an approximate retail value of [\$1,122] ("Grand Prize") and collectively with the Monthly Prizes, "Prizes"). **ODDS:** The odds of winning will be determined by the number of eligible Entries received during the applicable Contest Period. Expenses not specifically stated in the description of the Prizes are the sole responsibility of the Winner. No substitution or cash equivalent is permitted, except at the Sponsor's option for a prize of comparable or greater monetary value due to Prize unavailability or other circumstances beyond the control of the Sponsor. Notwithstanding the Monthly Winner's choice, the Sponsor further reserves the right to substitute gift card features in the event of unavailability or cancellation. All taxes, including applicable federal, state and local taxes, are the sole responsibility of the Winner.
13. **Winners List.** The names of the Winners will be posted at the following website within a reasonable period of time (as determined by the Sponsor) after the end of the Contest Period:
[http://www. \[ymcapass.com\]](http://www.ymcapass.com)
14. **General Conditions.** The Contest Sponsor is not responsible for electronic, human or computer error or failure, or for lost, late, misdirected, mutilated, incomplete, illegible entries, or for printing errors in Contest and/or advertising materials. Potential winners may be required to sign, notarize, and return an "Affidavit or Declaration of Eligibility", a "Liability/ Publicity Release", and provide additional information as required by the Sponsor. The execution and return of these documents and their receipt by the Sponsor within a reasonable period of time (as determined by the Sponsor) is a condition of awarding any Prize. Winners will be notified online, by email, by telephone, or by postal mail. An alternate winner will be selected if (a) the person initially selected as a potential winner cannot be reached by the Sponsor within two (2) weeks after selection by the Panel, (b) if such potential winner's name and address cannot be identified for any reason, (c) if a Prize or notification of such Prize is returned undeliverable, or (d) if such potential winner has not complied with these Rules (as determined by the Sponsor). This Contest, these Rules and matters related hereto are governed by the laws of the State of Georgia. All federal, state, and local regulations apply. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED THE CONTEST ENTITIES FROM AND AGAINST, AND AGREE TO HOLD THEM HARMLESS FROM (A) ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN, (B) ALL LIABILITY, ACTIONS,

CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES FOR OR IN RESPECT OF WHICH THE CONTEST ENTITIES WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES, INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU, AND (C) ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THIS CONTEST AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.

15. **Conduct.** In the event of a dispute regarding the identity of an entrant, such entrant's Entry will be deemed to be made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is deemed as the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. If for any reason this Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion (a) to cancel, modify or suspend this Contest, (b) to disqualify any individual who has tampered or tampers with the entry process, and (c) to award the Prizes in a random drawing from among the eligible Entries received up to the time of the impairment. The Contest Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Contest Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest. Any attempt to deliberately damage any website or undermine the legitimate operation of this Contest is unlawful and subject to legal action by the Sponsor and its agents.
16. **Privacy.** By participating in this Contest, you agree that we can collect personal information about you, and that if we cannot collect the required data, you may not be eligible to participate in this Contest. Any of your information collected during the course of this Contest will only be used for administering this Contest and for the other purposes outlined in these Rules, and will be subject to the practices described in our privacy policy at:
[http://www.\[ymcapass.com\]](http://www.ymcapass.com)
17. **No Recourse to Judicial or Other Procedures.** To the maximum extent permitted by law, you expressly waive all rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest.
18. **Severability.** If any provision(s) of these Rules are held to be valid or unenforceable, all remaining provisions of these Rules will remain in full force and effect.

¹ The 28 counties in the Atlanta-Sandy Springs-Marietta Metropolitan Area (as defined by the Bureau of Labor Statistics) of the State of Georgia are: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Newton, Paulding, Pickens, Pike, Rockdale, Spalding, and Walton.