

Sam's Club "Patio Perk-Up" Photo Contest

OFFICIAL RULES

The following Contest is intended for play in the United States only. Do not enter this Contest if you are not located in the U.S. at the time of entry.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** Contest is open and offered only to legal residents of the 50 United States and Washington D.C., who are 18 years of age and older as of **April 15, 2011**. Employees and their immediate families (parent, child, sibling or spouse) and/or household members of Sam's Club ("Sponsor"), Rockfish Interactive Corporation, their respective parent, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies, agents, and any other persons or entities associated with this Contest (collectively, the "Released Parties") are ineligible to enter or win. By participating, you agree to abide by and be bound by these Official Rules. Void in Puerto Rico and where prohibited by law.

HOW TO ENTER: The Sam's Club "Patio Perk-Up" Contest starts at 12:01 a.m. Eastern Standard Time ("EST") on **April 15, 2011** and ends at 11:59 p.m. EST on **April 22, 2011** ("Contest Period"). Eligible participants can enter the Promotion by going to the Sam's Club Twitter Page (@samsclub) and becoming a follower. Then, participants must create a tweet that includes the hashtag "#PatioPerkUp", handle "@samsclub", and a link to a photo of their home patio that is in need of a makeover (the "Theme")(the "Entry"). Entries that are submitted before or after the Entry Period, or that do not meet the Entry Requirements will be disqualified. All Entries must originate from the Sam's Club Twitter Page in order to be eligible.

2. ENTRY REQUIREMENTS:

- a. Each Entry must pertain to the Theme - "Patio Perk-Up"
- b. Each Entry must be submitted within the Contest Period.
- c. Each Entry must contain a link to an applicable photo.

The entrant is responsible for any and all costs associated with the uploading of the Entry. Limit one (1) entry per person per e-mail and/or mailing address. In the event that more than one of exactly the same photo is submitted, only the first submission received shall be accepted. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries. By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest. By entering this Promotion, entrants agree that each photo entry becomes the property of Sponsor and that the Sponsor may use such photo for any proper purpose.

- d. By submitting an Entry, Entrant warrants that the Entry is i) the original work of the Entrant (an original is the product of one's own mind and is not a copy or imitation), ii) has not been previously published, iii) has not have won previous awards, and iv) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, v) was created in a legal and safe manner vi) does not libel or slander anyone, and vii) is appropriate for a general audience. If the photo contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the photo, any and all written releases and consents necessary to permit the use and exhibition of the photo by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the photo (collectively, the "Clearances"). By submitting a photo, Entrant warrants and represents that he or she consents to the submission and use of the photo in the Contest, and to its posting on the Internet in connection with the Contest.

- e. Entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has not obtained owner's permission to use; ii) Materials which contain identifiable commercial product brands; iii) Materials which contain clothing items bearing designer insignia, logos, profanities, or bearing the name or likeness of any celebrity, living or dead; iv) Materials which contain visible phone numbers, website links, street addresses, e-mail addresses or license plate numbers; v) Materials which contain behavior inappropriate for a general audience; vi) Materials which contain nudity or any depiction of real or simulated sexual acts; vii) Materials which contain extensive or gratuitous violence; viii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; ix) Materials which are derogatory to Sponsor, or any affiliated entity or person; x) Materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; xi) Materials in which any person identifiably appears where no appropriate written release has been obtained from such person granting all rights required herein; xii) Materials which do not comport with the Entry requirements. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify and remove any photo if it believes that the necessary Clearances have not been obtained.

3. WINNER DETERMINATION: Each Photo entry will be judged by a qualified judge or panel of judges appointed by the Sponsor, based on the clear relationship between the Photo and the following criteria: i) relevance to theme (50%); ii) creativity of photo (50%) ("Judging Criteria") All eligible Entries will be scored by the Judges after the Entry Period. The Grand Prize winner will be the Entrant with the highest score

according to the Judging Criteria. All decisions of the Sponsor are final and binding. In the event of a tie, the judges will reevaluate each Entry involved in the tie according to the Judging Criteria. The Sponsor will attempt to notify the potential winner within three (3) days of selection.

- 4. REQUIREMENTS OF POTENTIAL WINNER:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and a release form (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place according to the Judging Criteria.

- 5. ENTRY RIGHTS:** By submitting an Entry, Contestant irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Contestant's Photo, including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights or "droit moral," and other intellectual property and proprietary rights in the Photo, and the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Photo in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, entrant hereby waives and releases Sponsor, from any and all claims that entrant may now or hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the Photo without further compensation to Contestant of any kind. Entrant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Entrant shall execute and deliver such documents, at Sponsor's expense, as requested by Sponsor or as may be necessary to vest in Sponsor the rights and waivers provided herein. Entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the Photo, or any derivative works, infringe or violate any of entrant's rights therein. Entrant grants the Sponsor and its agents the right to associate the Photo with entrant's name, image, likeness, hometown, and biographical information, without limitation and without compensation. Entrants shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

- 6. INTERNET LIMITATIONS OF LIABILITY:** If for any reason this Contest is not capable of running as planned due to 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, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, and award the Grand Prizes using all non-suspect eligible entries received as of, or after (if applicable)

this cancellation, termination, modification or suspension date, or in any manner that the Sponsor deems to be fair and equitable. Released Parties are not responsible 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. Contest Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error 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 relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 7. GRAND PRIZE: One (1) Grand Prize Winner**, upon confirmation of eligibility, will receive a patio make over, which may consist of a patio furniture set and a grill. The Grand Prize package has an Approximate Retail Value (“ARV”) of \$2,500. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. All local, state, and federal taxes, if applicable, are solely the responsibility of the winner. If the prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, such then such person shall be disqualified and the Grand Prize may be awarded to the first runner up (at the Sponsors’ sole discretion).
- 8. RELEASE AND LIMITATIONS OF LIABILITY:** By accepting the Grand Prize package, the winner agrees to release and hold harmless the Sponsor, the Released Parties, and prize suppliers from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded.

- 9. PRIZE CONDITIONS:** All taxes, if applicable, are solely the responsibility of the winner. If the prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, such then such person shall be disqualified and the Grand Prize may be awarded to the first runner up (at the Sponsors' sole discretion).
- 10. GENERAL:** By accepting the Grand Prize, where permitted by law, Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Released Parties, from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 11. USE OF DATA:** All information submitted by Entrants in the Contest will be treated according to Sponsor's Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <http://www.samsclub.com>. By participating in the Contest and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.
- 12. DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Arkansas. All issues and questions

concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas.

- 13. WINNERS LIST REQUEST:** To request confirmation of the name and address of the Grand Prize winner, please send a self-addressed, stamped business size envelope, by June 1, 2011, to: ASC/ Sam's Club "Patio Perk-Up" Contest Winners List Request, 300 State St., Suite 402, Rochester, NY 14614. Residents of Vermont may omit return postage.
- 14. OFFICIAL RULES REQUEST:** For your own copy of the Official Rules, send a self-addressed stamped envelope to ASC/ Sam's Club "Patio Perk-Up" Contest Official Rules Request, 300 State St., Suite 402, Rochester, NY 14614, for receipt by April 22, 2011. Residents of Vermont may omit return postage.
- 15. SPONSOR:** Sam's West, Inc., 2101 SE Simple Savings Dr., Bentonville, AR 72716.