

## **POPCAP GAMES "CRAY-Z DAVE LYRIC-WRITING CONTEST" ("Contest")**

OFFICIAL RULES ("Rules") – 09/19/11 – U.S., Canada, & UK Version

THIS CONTEST IS OFFERED IN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA (D.C.), CANADA (EXCEPT QUEBEC) AND THE UNITED KINGDOM. THIS CONTEST IS VOID IN QUEBEC, OUTSIDE THE JURISDICTIONS LISTED ABOVE, AND WHEREVER PROHIBITED BY LAW. THIS CONTEST SHALL BE CONSTRUED AND EVALUATED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. THIS CONTEST IS OPEN SOLELY TO PERSONS WHO ARE LEGAL RESIDENTS OF, AND CURRENTLY RESIDING IN, ONE OF THE 50 UNITED STATES, D.C., CANADA (EXCEPT QUEBEC) OR THE UNITED KINGDOM. IN ORDER TO ENTER, RESIDENTS OF THE JURISDICTIONS LISTED ABOVE MUST BE 18 YEARS OF AGE OR OLDER, TO ENTER. ALL ENTRANTS MUST HAVE AN ACTIVE AND VALID E-MAIL ADDRESS AT TIME OF ENTRY. BY ENTERING, YOU REPRESENT THAT YOU HAVE READ THE OFFICIAL RULES AND ANY APPLICABLE WEB SITE POLICIES AND/OR TERMS OF USE, AND THAT YOU AGREE TO BE BOUND BY ALL OF THEM. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING A PRIZE.

**Administrator: PopCap Games, 2401 4th Avenue, Suite 300, Seattle, WA USA 98121**

PopCap Games, Inc. ("PopCap" or "Administrator") is administering the operation of, and prize fulfillment under, this Contest ("Contest").

1. This Contest is open solely to legal residents of the 50 United States, the District of Columbia ("D.C."), Canada (except Quebec) and the United Kingdom who (a) are presently located and living in one of the jurisdictions listed above (b) are 18 years of age or older as of the time of entry, and (c) have an active and valid e-mail address at time of entry. The Contest is void in Quebec, outside the eligible jurisdictions listed above, and wherever prohibited by law. Employees of PopCap, their respective parent companies, affiliates, subsidiaries, agents, promotion, marketing and advertising agencies, and certain other companies with which Administrator does business and members of the immediate families (defined for these purposes as including parents, spouses, children, siblings, grandparents, grandchildren, aunts and uncles, and each of their respective spouses, regardless of whether living in the same household) or households (regardless of whether related) of any of the above persons, are NOT eligible to participate in this Contest or to receive any prize hereunder. Proof of eligibility may be required.

2. This Cray-Z Dave Lyric-Writing Contest" (also referred to herein as "the Contest") begins on Monday, September 19, 2011 at 10:00:00 am Pacific Time ("PT") and ends on Friday, September 23, 2011 at 11:59:00 pm PT ("Contest Period"). Proof of entry submission or participation in the contest will not be deemed proof of receipt of such entry by Administrator or proof of participation in contest unless independently verified by Administrator. Participants in this Contest are subject to, and must comply with this Contest's Official Rules, and all terms of use and policies of the Administrator's Web site. Please read all such rules, terms of use, instructions and policies carefully before participating in the Contest.

3. To enter the Contest: go to <http://blog.popcap.com/2011/09/19/win-a-popcap-bling-shirt> (the "Web Site") and read the instructions on how to post your lyrics to the Crazy-Z video. Send your entry via a valid email address to [blog@popcap.com](mailto:blog@popcap.com). Your entry must meet all of the Submission Requirements (as set forth below) and Content Restrictions (as set forth below). Your lyrics shall be referred to in these Rules as the "Submission". The responses will be judged based on the following criteria ("Judging

Criteria"): Creativity, Originality, and Relevance to original question. Judging will be performed by qualified individuals at PopCap. All answers must be received within the Contest Period in order to be eligible. Winners will be chosen and notified after 5:00:00 pm PT on September 29, 2011.

4. Upon successful completion of the appropriate entry instructions located on the website, you will be entered in the Contest. Sponsor may, but is not obligated to, post your Submission (in whole or in part) on the Sponsor's Web Site at any time during or after the Contest Period. Such postings, if they occur, may be on a rotating or occasional basis and may be discontinued at any time at Sponsor's sole discretion. The posting of a Submission or portion thereof on the Sponsor's Web Site is not meant to indicate (in the absence of an express statement to the contrary) that the entrant's Submission is a potential or actual Winner in the Contest, or that the Submission is otherwise favored in any way. Such postings will occur, if at all, solely for illustrative purposes, unless the posted Submission is expressly described by the Sponsor and/or the Administrator as the "Winner".

5. Sponsor reserves the right to review and void any Submission it feels, in its sole discretion, does not comply with these Official Rules or that would be considered to be offensive to the public or damaging to the PopCap Games, Inc. brands. Sponsor may void any Submission at any time during the Contest Period, even if it has previously been posted on the Web Site. All entries must be submitted online in accordance with these Rules. No other method of entry into this Contest will be permitted. A Submission will be rejected if: (a) Submission is not submitted during the Contest Period; or (b) Submission does not conform to the specific Submission Requirements listed below.

A. **No Infringement:** The content of the Submission must not infringe third party rights by including, for example, the copyrights, music, or works of art that have been created, distributed, aired or published by others, such as those on or in websites, television, movies, or other media outlets.

6. **Content Restrictions:** Content Restrictions include but are not limited to the following:

- A. content providing personally identifiable information about the Participant or any other person, such as last name, address, phone number or any contact information;
- B. content in violation of third party rights including, but not limited to: copyrights (including copyrighted music), right of publicity or privacy or any other proprietary rights;
- C. content involving libelous, defamatory, disparaging, tortuous or slanderous materials;
- D. content involving adult-oriented content or any other sexually-explicit material;
- E. content portraying lotteries or gambling;
- F. content involving explicit or offensive language or content;
- G. content involving violence;
- H. content portraying imitations of people or characters from movie/shows, etc.;
- I. content portraying discrimination;
- J. content promoting illegal activities;
- K. content involving tobacco, alcohol or drugs;
- L. content involving material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, provincial, territorial or local law, ordinance, or regulation;
- M. content that denigrates, disparages or reflects negatively on the Sponsor, or its products or its employees, or on any other person, company, product, show or service;
- N. audio content owned by any third party; and

- O. material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Video Submission is created.

If a Submission includes any of the prohibited elements listed above, the Submission will be disqualified, along with the Participant who submitted it. By submitting a Submission, each Participant agrees to be bound by these Official Rules and the decisions of the judges.

**7. Entering a Submission, whether a winning Submission or not, grants Sponsor an unlimited, worldwide, non-exclusive royalty-free, and transferable right to publish, license to third parties, use, edit, adapt, reproduce, modify, distribute, prepare derivative works of, display and/or perform the Submission in any way, in commerce and in any and all media and through any media channels worldwide, now known or hereinafter developed, without limitation and without compensation or additional notice to the Participant. In connection with the foregoing, each Participant agrees to forever release and hold Sponsor harmless from and against any liability of any kind arising from or in connection with any use of the Submission.**

8. Further, by entering the Contest and submitting the Submission, each Canadian and UK entrant waives all moral rights in and to his/her Submission in favor of the Sponsor. Sponsor may require Participant to execute documents to confirm the grant of the rights referenced above. Failure to do so may result in disqualification. Sponsor shall have the right, but not the obligation, to disclose any Submission to other persons and organizations, including without limitation, legal authorities.

9. Administrator hereby specifically reserves the right to invalidate any and all Submissions that are made through fraud or in any manner that Administrator deems to be in violation of these Rules, and to disqualify the individual(s) using such a method from participating further in this Contest and/or receiving any prize hereunder. By entering, each participant (or his/her parent or legal guardian if participant is a minor in his/her state or province/territory of residence) in this Contest hereby agrees to irrevocably release, indemnify and hold harmless the Administrator, each of their respective parent companies, affiliates, subsidiaries, advertising, marketing and promotion agencies, and the officers, directors, employees, designees and agents of each of the foregoing (collectively, the "Released Parties"), from and against any and all claims, actions, causes of action, demands, judgments, liability, injuries, damages, losses, costs and expenses (collectively, "Claims") arising out of or relating to, directly or indirectly, in whole or in part, any of the following: (a) participation of participant in this Contest ; (b) the acceptance, possession or use/misuse of any prize (if applicable) by participant ; (c) electronic transmissions that are lost, late, stolen, incomplete, illegible, indecipherable, inaccurate, damaged, garbled, destroyed, misdirected or not received or processed by Administrator for any reason; (d) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of any game play or winner notification, or the destruction of or unauthorized access to, or alteration of, any game play or winner notice; (e) failed or unavailable hardware, network, software or telephone transmissions, damage to participants' or any person's computer and/or its contents, or causes beyond Administrator's reasonable control that may jeopardize the administration, security, fairness, integrity, safety or proper conduct of this Contest; (f) any submission made in a manner that is not expressly allowed under these Rules; (g) any typographical or other error of any kind in any printing, advertising or other materials related to this Contest (in the administration or execution of this Contest, or in the announcement of prize/prize winner; or (h) cheating or fraud by any participant. SOME JURISDICTIONS, INCLUDING BUT NOT LIMITED TO THE UNITED KINGDOM, MAY NOT ALLOW SOME OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITY LISTED ABOVE, SO SOME OF THE

ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU AND NOTHING IN THESE RULES SEEKS TO LIMIT OR EXCLUDE LIABILITY WHERE NOT PERMISSIBLE UNDER LOCAL LAW. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR PROHIBITIONS REGARDING SUCH LIMITATIONS AND EXCLUSIONS. If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the control of Administrator that may corrupt or affect the security, administration, fairness, integrity, safety or proper conduct of this Contest, or if this Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Administrator hereby specifically reserves the right, exercisable at any time by Administrator in its sole discretion or by Administrator to terminate, suspend or modify this Contest.

11. Winner Notification: Winners will be notified after 5:00:00 pm PT on September 29th, 2011. The Administrator will attempt to contact potential winners by email. If a potential winner cannot be contacted or does not reply before 5:00:00 pm PT October 4th, 2011, or if s/he is found to be ineligible, or if s/he cannot or does not comply with these Official Rules, or if his/her prize notification or prize is returned undeliverable, the corresponding prize will be forfeited.

12. Three prizes will be awarded. Judges will select the top three winners according to the Judging Criteria outlined above. Each winner will be awarded one prize. Each prize will be a free t-shirt with a retail value of \$20 USD.