

**Hawkes Learning Systems  
Spring Break Giveaway  
OFFICIAL RULES**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

1. **GENERAL:** The Spring Break Giveaway is sponsored by Hawkes Learning Systems located at 1023 Wappoo Road, Suite A6, Charleston, SC 29407 ("Sponsor"). Entrants agree to be bound by these official rules of the Contest (the "Official Rules"). The giveaway starts on January 19, 2010 at 9:00 a.m. Eastern Standard Time ("EST") and ends on March 1, 2010 at 5:30 p.m. EST.

2. **ELIGIBILITY:** The Giveaway is open to legal residents of the Continental United States who are at least 18 years old at the time of entry. Employees of Sponsor, its parent company, affiliates, franchisees and subsidiaries, and the immediate family (including spouses, parents, siblings, and children) and household members of each, are not eligible to enter or win.

3. **HOW TO ENTER:** Film a commercial, which is under 3 minutes. Mail the CD or DVD to the "Sponsor" at the address shown above. CD and DVD must be postmarked on or before March 1, 2010. Supply your full name, email address, area code and phone number, and complete mailing address. Limit one entry per person. No watermarks, signatures or copyright notices may be added to the images. Videos may not contain any profanity, nudity, illegal or immoral conduct or material deemed offensive by Sponsor. Sponsor reserves the right to disqualify any entry for inappropriate content and/or failure to follow these Official Rules, including entries that Sponsor reasonably believes are not the original work of an entrant. Sponsor's use of your video during the course of the Giveaway, on its website or otherwise, does not mean that you are a Finalist or a Winner (defined below); you will be notified if you are a Finalist or a Winner. All entries and videos become the property of Sponsor when submitted and will not be returned.

4. **SELECTION OF FINALISTS BY JUDGING:** This is a subjective giveaway (skill-based as opposed to a game of chance) consisting of one phase. A panel of judges consisting of Sponsor employees will select the finalist ("Finalist") on or before March 8, 2010. Selection of Finalist will be notified on or about April 8, 2010 using the contact information provided with the Finalist's entry; each Finalist will be required to execute an Affidavit of Eligibility and Prize Acceptance within seven (7) days of notification. The decisions of the judges are final.

5. **PRIZES:** Winners will receive a \$300 Carnival giftcard that can be used to purchase a cruise. Subject to Sponsor, signing a Publicity/Liability Waiver. The giftcard has an approximate retail value of \$300. Prize is non-assignable and non-transferable. No substitutions of prizes allowed. Prizes and individual components of prize packages are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Prize recipients are solely responsible for reporting and payment of any taxes on prizes. Failure to comply with

any term or condition of these Official Rules may result in a Winner's disqualification, the forfeiture of his or her interest in the prize(s), and the award of the prize(s) to another entrant.

8. **WARRANTY BY ENTRANTS:** By entering the Giveaway, you warrant that any video you submit to Sponsor in connection with the Giveaway is original, was taken by you, does not violate any copyright laws, and does not plagiarize, libel, defame, disparage, slander or otherwise infringe on or violate the rights of any third parties. You further certify that you have obtained all necessary and appropriate approvals or consents from all persons and entities participating in or otherwise involved with the creation and production of the video. You agree to indemnify and hold harmless Sponsor, its officers, directors, employees, franchisees and affiliated organizations, and their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by you of these Official Rules or the warranties and representations made by you in this paragraph.

9. **LICENSE BY ENTRANTS:** By entering the Giveaway, you grant to Sponsor a non-exclusive, perpetual, worldwide, royalty-free, irrevocable license to copy, use, distribute, display, adapt, publish and make derivative works from the video or portions of the video submitted with your entry, including your likeness therein, in whole or in part, whether composite or distorted in character or form, without restriction as to changes or alterations, and reproductions thereof, in color or otherwise, in or through any medium anywhere, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, without payment or any other consideration. You also consent to the use of any printed

matter in conjunction therewith and the use of your name (or a fictitious name) and your hometown (or a fictitious hometown) in conjunction with the video or portion(s) of the video that you submit. You waive any right to inspect or approve the materials, medium or rendering in which the photo(s) or your image appears. You agree to release, defend, indemnify and hold harmless Sponsor, and its employees, directors, officers, agents, franchisees, subcontractors, and licensees from all claims, demands, and causes of action of any nature whatsoever which you, your heirs, representatives, executors, administrators, or any other persons action on your behalf or on behalf of your estate, have or may have by reason of (i) Sponsor's exercise of any rights granted by you in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the video you submit in connection with the Giveaway

10. **RELEASE BY ENTRANTS:** By entering this Giveaway, you agree to release Sponsor and each of its officers, directors, employees, franchisees and agents from any and all liability for any loss, harm, damages, costs or expenses, including without limitation, property damage, personal injury and/or death arising out of participating in this Giveaway, the acceptance, possession, use or misuse of any prize, and claims based on publicity or personality rights, defamation or invasion of privacy and any travel related thereto.

11. **COMPUTERS AND INTERNET:** If for any reason this Giveaway or any part of it is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Giveaway, at which time Sponsor will select the Finalist from all non-suspect eligible entries received as of the time of the Giveaway termination in accordance with the previously announced selection criteria. Sponsor is not responsible for computer system, phone line, technical, hardware, software, program or server malfunctions or failures of any kind, lost or unavailable network connections, incomplete, garbled or delayed computer transmission or network connections or any other difficulties whether human or technical in nature, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor is not responsible for entries or votes that are processed late or incorrectly or those that are lost due to computer or electronic malfunction or other error or for those entries or votes that for any reason are not received by Sponsor prior to the stated deadline. All entries become the property of Sponsor and may not be acknowledged or returned. **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, 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.**

12. **LAW AND DISPUTES:** This Contest is subject to all applicable federal, state and local laws and regulations. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor reserves the right to interpret these Official Rules as needed and its decisions are final. Sponsor reserves the right to make changes in the Official Rules which will become effective upon announcement. This Giveaway is governed by the laws of the State of South Carolina and all claims relating to or arising from the Giveaway must be resolved in the state or federal courts of the State of South Carolina.

13. **WINNERS LIST:** For the name of the Finalist, send a self-addressed, stamped envelope after June 1, 2010 to: Hawkes Learning Systems located at 1023 Wappoo Road, Suite A6, Charleston, SC 29407  
All rights reserved. Unauthorized use is prohibited.

**WAIVER AND RELEASE**

**A. PUBLICITY RELEASE AND CONSENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to the following:

1. I grant to Hawkes Learning Systems, its respective licensees, successors, assigns, and all persons acting with its permission (the "Licensed Parties"), the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish video, and artistic renderings developed there from, of me or my likeness or in which I may be included, in whole or in part, whether composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name and my hometown city and state or another city and state, and reproductions thereof, in color or otherwise, and through any medium anywhere, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith.
2. I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy, press release or other matter that may be used in connection therewith or the use to which it may be applied.
3. I hereby acknowledge and agree that I will not be compensated for each time my video or a related artistic rendering, in whole or in part, is used, re-used, published or re-published. I acknowledge that Hawkes Learning Systems may incur expenses and undertake commitments and otherwise proceed in reasonable reliance upon this Waiver and Release, and accordingly I hereby declare it to be irrevocable.
5. I further acknowledge and agree that this Agreement does not constitute an employment relationship between Hawkes Learning Systems and me.
6. Nothing herein will constitute any obligation on the Licensed Parties to make any use of any of the rights set forth herein.
7. I warrant that I am of majority age and have the right to contract in my own name, and that I have read the above Agreement, prior to its execution, and am fully familiar with the contents thereof. This Waiver and Release will be binding upon me and my heirs, legal representatives and assigns.

**B. LIABILITY WAIVER**

Without limiting the generality of the foregoing, I hereby acknowledge, understand and agree that this waiver. I have carefully read and fully understand the contents of this Liability Waiver and I sign it of my own free will. This Liability Waiver represents the full agreement between me and Hawkes Learning Systems.

Signature:

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_