

SKINIT, INC.
\$10,000 TV Spotlight Challenge presented by Skinit®
Official Contest Rules

THIS “\$10,000 TV SPOTLIGHT CHALLENGE PRESENTED BY SKINIT” CONTEST (the "Contest") IS A GAME OF SKILL CONTEST OFFERED BY SKINIT, INC. ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE LOCATED IN THE U.S & AT LEAST 13 YEARS OLD AT THE TIME OF CONTEST PARTICIPATION.

PARTICIPATION IN THIS CONTEST CONSTITUTES ENTRANT'S FULL & UNCONDITIONAL AGREEMENT TO & ACCEPTANCE OF THESE OFFICIAL CONTEST RULES. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS & CONDITIONS OR YOU DO NOT MEET THE ELGIGIBILITY CRITERIA SET FORTH IN THESE RULES, DO NOT PARTICIPATE IN THIS CONTEST.

NO PURCHASE NECESSARY. THIS CONTEST IS VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** This Contest is sponsored by Skinit, Inc. ("Skinit"). The Contest is offered only in the United States to legal residents of the 50 United States who are located in the United States and at least 13 years old at the time of Contest participation. Employees and directors of Skinit, and each of their parents, affiliates and subsidiary companies, their advertising and promotional agencies and each of their immediate family members or members of the same households of such employees and directors are not eligible. Skinit may disqualify or exclude any Contest participant at anytime for any action taken in violation of these Official Contest Rules or any behavior deemed inappropriate or injurious to others. Disqualification may also result and an alternative Winner may be named, if for any reason a prize notification or prize is returned as non-deliverable or if Winner is found to be ineligible to receive a prize. The decisions of Skinit or its designee in this regard are final and binding upon all participants.

2. **TO ENTER:** Eligible participants need to comply with the following Submission Format and Content Requirements:

- a) **Creative Assignment:** Think of an idea for a Skinit.com commercial. Keep in mind our brand identity, and try to emphasize and focus on these values. Come up with your most creative idea and turn it into a 60-second commercial. Make us laugh, make us cry – just make it something you'd want to see on TV. You write it. You shoot it. You submit it. Make the winning entry, and you'll win \$10,000 and the chance to have your commercial broadcast on national television! UPDATE: The assignment has now been opened to Storyboard Submissions in addition to Video entries.
- b) **Judging Criteria:** The criteria used to evaluate submissions is as follows:
 - Originality and Creativity
 - Overall Appeal
 - Likelihood to motivate public to purchase from Skinit.com
 - Popularity / Public Vote

- Storyboard submissions will also be judged on cost of production and affordability
- c) Video Upload: Go to www.YouTube.com/signup to upload your commercial. Registration on YouTube must be completed before a Commercial can be submitted
- If you already have a YouTube account, sign in under the "Member Login" section.
 - If you are not an existing user of YouTube, you will be required to complete the free registration by signing up under "Create Your YouTube Account" and following the directions. When you register your YouTube account, you will be required to agree to the [YouTube Terms of Use](#) and the [YouTube Privacy Policy](#).
 - Once you are registered and logged into YouTube, click on the "Upload" link in the upper right corner of the webpage and follow the instructions to upload your Commercial. If you have questions on how to upload a Commercial or are having problems with the upload process, please visit the [YouTube Help Center](#).
 - Upon completion of the upload, you should find two pieces of information that will be needed to proceed to next step of the Contest entry process: YouTube Username and Video URL. Please make a note of these two items and then proceed to submitting your video.
- d) Submitting your Video:
- After uploading your Commercial on YouTube, proceed to the Contest Web Site (<http://www.skinit.com/tv>) to submit your Commercial for the Contest.
 - Once on the Web Site, click on the "Submit Your Video" link and enter all of the requested information. You will be asked to provide your contact information, your YouTube Username, the name of your Commercial, and the unique YouTube URL to your Commercial collectively.
 - Complete the submissions step by clicking the "Submit" button.
- e) Technical Requirements: The maximum file size for any video file uploaded to YouTube is 100 MB (for optimal uploading speed) or YouTube standards. Video file(s) submitted to your YouTube account must be provided in one of the following file formats: avi, mov, mpg, or wmv. See the YouTube User Terms of Use for additional details. **Be sure to save your submission in the original format as well. If your submission is selected to air on television, you will need to provide your submission in its original format.** Additionally, you may be asked to provide the original audio and video files used during production of the entry for broadcast purposes.
- f) UPDATE: Storyboard Submissions: You can also choose to create and submit a storyboard for a Skinit.com commercial concept. A storyboard is an expression of everything that will be contained in the commercial -- what each frame will look like, what pictures (still and moving) will be seen when and for how long, what music, audio voice over, dialogue, and/or text will accompany the images, etc. To submit your storyboard, fill out the submission form and select the "storyboard" option. You will then

receive an email with your Submission ID – please reply to that email and attach your storyboard. Storyboards must be submitted as a PDF and include the Submission ID in the file name. Storyboard entries are eligible for a \$5,000 Grand Prize.

g) Additional Requirements:

- Submission must be sixty (60) seconds in length and must be primarily in English.
- Once uploaded, submission will not be returned and may not be modified or edited. Sponsor may, in its sole discretion, remove, delete and/or forfeit any submission it deems inappropriate or otherwise non-compliant.
- If any group of individuals elects to collaborate on a Submission, they are required to designate one (1) representative (Entrant) to enter the Contest and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators related to a submission.
- Each individual Entrant is allowed a total of ten (10) Submissions each in Video and in Storyboard format as long as the same (or substantially similar) Submission is not uploaded more than one (1) time throughout the Contest.
- Each Submission must comply with these Official Rules.
- Each Submission must be the original work of the Entrant or group or any individuals of the group produced for this Contest; it may not have been entered in or won previous contests or awards; it may not have been published previously in any medium; it must not infringe any party's intellectual property or other rights; it must be suitable for display and publication on national television (i.e., it may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material, It must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards.
- Each Submission must not contain any copyrighted works (other than as owned by the Entrant, group or any individual member of the group). Submission may not contain or refer to any company/brand other use third party names, logos, or trademarks other than Skinit, Inc. and Skinit.com.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve entrant from responsibility for compliance with all of the Terms of Service and these Official Rules. Submissions that do not comply with the Terms of Services or these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered for prizes. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Prize. Certain Submissions may be featured from time to time on the Web Site during the Contest Period, in Sponsor's sole discretion; being selected as a featured Submission is unrelated to the Judging Criteria and does not guarantee selection as a Finalist in the Contest.

3. **PARTICIPATION PERIOD/ TERM:** Participation in this Contest begins on March 30, 2009 at 12:00:00 a.m. Pacific Standard Time (PST), and ends on ~~May 31~~ June 15, 2009 at 11:59:59 p.m. PST. Any entries submitted after this time will be ineligible for a prize.

4. **JUDGING.** Winners shall be determined based on Judging Criteria stated above. A panel of Skinit employees shall determine up to 20 finalists. The ultimate winner(s) will be selected from the finalists by a panel of market or sponsorship professionals including the CEO of Skinit and determined based on the same Judging Criteria stated above.

5. **WINNERS:** The Winners shall win the prizes specified herein. Limit one prize per person. No one player may win more than one prize. Only eligible participants may win prizes. If the Winner is not of the age of majority in Winner's state of residence, prizes may be awarded to Winner's parent or legal guardian at Skinit's sole discretion. Accepting and/or using prizes constitutes permission (except where prohibited by law) to use Winner's name, voice, hometown and/or likeness for promotional purposes without further compensation.

6. **NOTIFICATION & OBTAINING WINNERS LIST:** The winners will be notified on ~~June 15~~ June 30, 2009 on the contest website ("Site"). The winners will also be notified by e-mail, phone and/or regular mail if possible (to the mailing address that was provided to Skinit). Failure to provide accurate contact information will result in the forfeiture of the prize. A complete list of the Winners will be posted on the Site and is also available to you by sending a self-addressed stamped envelope with your request to Skinit, Inc. at " **SKINIT, Inc., 8969 Kenamar Drive, Suite 108; San Diego, CA 92121 Attention: \$10,000 TV Spotlight Challenge**" with the title "**Request for Winner's List**". If a selected Winner cannot be contacted, is ineligible, fails to claim a prize within fourteen (14) days of notification, or fails to comply with any term or condition of these Official Rules, prize may be forfeited and an alternate Winner selected. Skinit is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Winners.

7. **PRIZES:**

Prizes	Approx. Retail Value (U.S.)
Grand Prize for Video Entry - \$10,000	\$10,000
Grand Prize for Storyboard Entry- \$5,000	\$5,000
2nd Prize- Sony DSR-PD170 3-CCD Mini DVCAM Camcorder	\$3,000
3rd Prize- Canon VIXIA HD Camcorder	\$1,000
Honorable Mentions – FlipMinoHD Camcorder	\$230

Total approximate retail value of all prizes = \$19,230 (U.S.). Approximate Retail Values (ARV's) on prizes are just that, approximations and are not guarantees of price or value. No

alternative prize, cash equivalent, or other substitution is permitted except by Skinit in the event of prize unavailability. Prizes are nontransferable. No assignment, transfer, or substitution of prize is permitted except by Skinit, for a prize of equal or greater value, in the event a prize is unavailable. All federal, state and/or local taxes are the sole responsibility of the Winners.

8. SKINIT PROMOTIONAL MATERIALS: By submitting your information, you hereby acknowledge and agree to receive promotional materials from Skinit. You can elect not to receive such materials at the time you submit your entry and you may also opt out of receiving such promotional material at any time in the future by following the instructions contained any such materials or otherwise notifying Skinit by mail at "**SKINIT, Inc., 8969 Kenamar Drive, Suite 108; San Diego, CA 92121 Attention: OPT OUT.**"

9. PUBLICATION, OWNERSHIP OF SUBMISSION AND PUBLICITY. All entrants agree to allow their video or storyboard to be published by Skinit, in any medium, and at any time in perpetuity. Entrants agree to grant to Skinit all intellectual property rights to entrant's video or storyboard. By accepting any prize, Winners grant to Skinit, Inc. and those acting with Skinit, Inc.'s permission, its parents, subsidiaries and related companies, the exclusive right but not the obligation to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's video and/or storyboard submission as well as Winner's full name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration/compensation, and without notice, approval or review. Winners agree that any further grant of permission to use the Winner's name, portrait, picture, voice, likeness and biographical information, as stated above, may be secured by Skinit electronically, for example by email, and such email secured permission will have the same force and effect as if that permission had been secured in a written document which was physically executed by the Winner.

11. LIMITATION OF LIABILITY. ALL PARTICIPANTS SHALL HOLD SKINIT (FOR PURPOSES OF THIS SECTION ONLY, "SKINIT" SHALL INCLUDE SKINIT, INC. AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION AND FULFILLMENT AGENCIES, AND LEGAL ADVISORS) ENTIRELY AND FOREVER HARMLESS AND RELEASE AND INDEMNIFY SKINIT FROM ANY DAMAGES, CLAIMS AND/OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS CONTEST OR PARTICIPANT'S SUBMITTED MATERIALS. SKINIT IS NOT RESPONSIBLE FOR INJURY OR DAMAGE TO PARTICIPANT'S OR 3RD PARTY INTELLECTUAL PROPERTY INFRINGEMENT RESULTING FROM PARTICIPATING IN THIS CONTEST. SKINIT RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CANCEL, TERMINATE, MODIFY OR OTHERWISE SUSPEND OR DISCONTINUE THIS CONTEST (I.E. THE CONTEST IS NOT CAPABLE OF RUNNING AS PLANNED, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR FOR ANY OTHER CAUSES WHICH SKINIT IN ITS SOLE OPINION, DEEMS COULD CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT

OF THIS CONTEST). IN THAT EVENT, SKINIT WILL SELECT THE WINNERS IN SUCH A MANNER AS SKINIT MAY DEEM FAIR AND APPROPRIATE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. **DISPUTES:** As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the City of San Diego having competent jurisdiction, which Court shall apply the laws of the State of California without regard for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased. All applicable federal, state, provincial and local laws and regulations apply.

These rules can be changed at any time by Skinit for clarification purposes during the term of the Contest.