

## **OFFICIAL RULES FOR THE BREAKFAST BREAKS VIDEO CONTEST**

1. **ELIGIBILITY:** No purchase is necessary to enter the contest. Purchasing the product does not increase chances of winning. Void where prohibited by law. **TO BE ELIGIBLE TO ENTER, YOU (“Entrant”) MUST BE AT LEAST THIRTEEN (13) YEARS OF AGE AND A LEGAL RESIDENT OF THE U.S. RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.** Employees of East Side Entrees, Inc. (the “Sponsor”), its respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, promotional and judging agencies and the immediate family members of such employees (parent, child, sibling, spouse) and persons living in the same household as such employees (whether related or not) are not eligible to enter or win.

2. **HOW TO ENTER:** Create a brief Video, less than 60 seconds in length, showing why you think eating breakfast is important. See the About Contest section for more detail. Only use your first name in the Video. Go to <http://www.breakfastbreaksvideo.com/submit.php> and follow the instructions for completing the On-Line Consent Form and Post My Clip.

3. **CONSENT FORM.** All Entrants **must** to read and submit the On-Line Consent Form. Your Video will not be viewed or considered without a completed Consent Form.

4. **MINORS.** If you have not reached the age of majority (18 or 21 years) in your state (a "Minor"), one of your parents or legal guardians **must** execute the On-Line Consent Form, which will state that the parent or legal guardian has read, understood and agrees to be bound by the Contest Rules, consents to the Minor’s entry into the Contest, and that execution of the Consent Form constitutes acceptance of these Contest Rules on behalf of you (the Entrant) and themselves (the parent or legal guardian).

5. **CONDITIONS OF ENTRY AND ENTRANT’S REPRESENTATIONS:** As conditions of entry into this Contest, and by submitting a Video, Entrant warrants and represents that the Entrant’s Video:

- is original and has been legally created;
- does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
- has not been entered in previous contests or won previous awards; and
- has not been published or distributed previously in any media.

The Video cannot be used as a marketing tool to promote any product other than Breakfast BREAKS. The Video cannot be gender biased, have any religious or sexual overtones, or be offensive in any manner.

**6. ADDITIONAL REQUIREMENTS:** The Video must be no longer than sixty (60) seconds in length and must be in English. Once you submit your Video, your submission is final and may not be modified or edited. No Videos will be returned. If any group of individuals elects to collaborate on a Video, they are required to designate one representative to enter the Contest and accept the prize on behalf of the group. The Sponsor is not liable for any disputes between collaborators related to the submission of a Video. All Videos will be reviewed before being published or judged; however, publication of a Video does not mean the Video has been deemed to be in compliance with these rules. Videos that do not comply with the Official Rules or that otherwise contain prohibited, inappropriate, or irrelevant content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered.

**7. POSTING VIDEO WITH MORE THAN ONE CONTESTANT:** Only the Entrant is eligible to be the contest winner and there can only be one Entrant for each video. The person who submits the video and consent form (through their parent or guardian if person is a minor) via the website is the Entrant. If more than one person appears in the video, only the Entrant is an eligible contestant.

**8. CRITERIA FOR JUDGING:** The winning Videos will be selected based on originality, creativity, presentation and overall appeal. The Sponsor reserves all rights to modify, change, add to or delete any or all of the criteria for judging.

**9. SELECTION OF WINNING VIDEO:** The Sponsor will post the winning Video on its website. The creator of the winning Video will have an opportunity to meet the Jonas Brothers and appear with the Jonas Brothers in a Breakfast Breaks Commercial (the "Prize"). The Prize includes transportation (airfare if necessary) and lodging (if necessary) for the Entrant (and, if the Entrant is a minor, the Entrant's parent or guardian) to the commercial filming, the location and date of which is to be determined. The Sponsor, in its sole and absolute discretion, will have the sole authority and discretion to select and post on the website the winning Video and any other Videos The Sponsor may select to post on the website. In order to be designated as the winner and be awarded the Prize, the Entrant (or the Entrant's parent or guardian) will be required to sign a release form and other documents as may be required by The Sponsor. If the release form is not signed within 10 days, another winner will be selected.

**10. ENTRANT'S REPRESENTATIONS REGARDING ORIGINAL VIDEO AND ADDITIONAL PERSONS USED IN VIDEO.** Entrant represents that Entrant owns all rights to Entrant's Video, including, without limitation, the copyrights and all other intellectual property rights in the performance. Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness and/or voice ("Likeness") is included in the Video, and that such person(s) have granted Entrant all necessary rights to use the person's Likeness as described in these rules, and that Entrant can make written copies of such permissions available to the Sponsor upon request. If the name, image, likeness and/or voice ("Likeness") of anyone other than the Entrant appears in the Video, each such person must also submit an On-Line Consent

Form. Sponsor's determination as to whether a Video potentially violates the rights of any third party is final.

**11. WAIVER BY ENTRANT OF ALL INTELLECTUAL PROPERTY RIGHTS IN VIDEO AND COMMERCIAL:** By submitting a Video, Entrant waives **ALL** intellectual property rights in the Video, and the potential appearance of Entrant in the Commercial with the Jonas Brothers, including, but not limited to, privacy/publicity rights, copyrights, or other legal or moral rights that might preclude the Sponsor's use of the Video or Commercial, and agrees not to sue or assert any intellectual property claim in connection with the Video or Commercial against the Sponsor, its affiliates, legal representatives, assigns, agents, licensees or any other person or party, for the use of the Video, the Commercial, or Entrant's Likeness or statements.

**12. ENTRANT'S IRREVOCABLE ASSIGNMENT TO THE SPONSOR OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE VIDEO AND COMMERCIAL:** By entering this Contest Entrant grants the Sponsor and its agents the right, in perpetuity, to modify, adapt, edit, sell, publish and/ or use the Video and Commercial in any way, in whole or in part, in commerce and in any and all media worldwide without limitation and without payment or consideration to the Entrant. By submitting a Video, Entrant irrevocably grants and assigns to the Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's Video and the Commercial with the Jonas Brothers, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use Entrant's Likeness or statements regarding Entrant's participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without any compensation or approval from the Entrant or any other party.

All Entrants irrevocably assign and transfer to the Sponsor any and all rights, title and interest in the Video and the Commercial, including, without limitation, all copyrights, and agree to waive all moral rights in the Video and the Commercial.

All Entrants may also be required to sign additional documents, as deemed necessary by the Sponsor in its sole discretion, prior to their Video airing on the Sponsor's website or prior to the Commercial airing.

**13. WAIVER OF ALL CLAIMS:** By entering the Contest and submitting a Video, Entrant (and, if Entrant is a minor, Entrant's parents or legal guardians) release the Sponsor, and any of the Sponsor's respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from any liability or claim whatsoever, and waive any and all causes of action, related to any and all claims, costs, injuries, losses, or damages of any kind arising out of Entrant's relationship with the Sponsor, or in connection with the Contest, or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation,

claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under any legal theory, including, but not limited to, any theory of contract, tort (including negligence), warranty or any other theory.

14. **DISCLAIMER:** The Sponsor, all participating Sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged Videos; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of the Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.

15. **RETAIL VALUE OF PRIZE:** There is no retail value ascribed to the prize.

16. **TAXES.** All entrants are solely responsible for any taxes on their respective prizes, and will receive an IRS Form 1099 for the value of their prize, if any. The Entrant may be required to submit his or her social security number to the Sponsor for tax purposes. No substitution of prize is offered, except at the sole discretion of the Sponsor.

17. **INDEMNIFICATION.** Entrant agrees to indemnify and hold the Sponsor, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's relationship with the Sponsor, the Entrant's Video, the Entrant's appearance in the Commercial, or the Entrant's conduct in creating a Video, participating in the Commercial, or otherwise in connection with this Contest, including, but not limited to, claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in the Video or the Commercial.

18. **VIOLATION OF OFFICIAL RULES AND UNFORSEEN CIRCUMSTANCES:** Prizes are non-transferable. If for any reason the Contest or Commercial is not capable of running as planned, including, without limitation, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any Entrant deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c)

acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require the Winner to submit to a confidential background check to confirm eligibility as a condition of posting Entrant's Video, or permitting Entrant to participate in the Commercial, to help ensure that the use of any such person in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

19. **GOVERNING LAW.** This Contest is subject to all applicable federal, state, and provincial laws and regulations. Any dispute arising between any Entrant and /or Entrant's parent or legal guardian, and the Sponsor, shall be governed by New York law.

20. **ARBITRATION:** Any dispute arising from or relating to this Agreement will be resolved by binding arbitration before a single arbitrator under the supervision and in accordance with the commercial rules of Judicial and Mediation Services in New York (Manhattan ). The arbitrator shall have no power or authority to make any decision that adds to, deletes from, or in any way changes, alters or modifies the terms of this Agreement. The parties intend that this arbitration provisions shall be valid, binding, enforceable and irrevocable and shall survive the termination of this Agreement. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees; provided, however, that in the discretion of the arbitrator any award may include the attorneys' fees of a party if the arbitrator determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic, without reasonable basis or in bad faith.

21. **SEVERABILITY.** If any provision of the Contest Rules shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provisions of the Contest Rules. Rather, the Contest Rules shall be construed as if such invalid, illegal, or unenforceable provision has never been contained therein.