

OFFICIAL RULES - URBANIACS iTunes Card Give Away
March 2008

1. **NO PURCHASE NECESSARY TO ENTER.** **Many may enter but only a few will win.**

2. **Eligibility:** Sweepstakes is open to registered members of the Urbaniacs website, www.Urbaniacs.com ("Member"), who are legal residents of 50 United States of America and the District of Columbia and have not won a contest with Urbaniacs in the previous six (6) months. Registration is free. Entrants under the age of thirteen (13) at the time of entry must mail or fax in parental/guardian consent form prior to entering in order to be eligible to enter. Employees of Urbaniacs, (collectively, "Sponsors"), or their respective agents, corporate affiliates, any of its or the prize suppliers or advertising, promotion or fulfillment agencies involved in the development, administration, execution or fulfillment of this Sweepstakes (collectively "Sponsors and Promotional Parties"), and their immediate families (parents, children, siblings and spouses of each) and household members (any person who resided in the same household for a period of at least three months over twelve month preceding the start of the Sweepstakes) are not eligible to enter. By participating each entrant agrees to be unconditionally bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Void where prohibited by law. The Sweepstakes is subject to federal, state and local laws.

3. **How to enter.** To enter, go to **www.Urbaniacs.com** during the Entry Period (see below), and create a username and password. Train your Urbaniacs character and check your Urbograms (in site communication) every day. Any entrant under 13, must also submit a parent or legal guardian's written consent including name, mailing address, day and night time phone numbers and email address, via fax (818) 501-4551 or mail. [Click here](#) for the consent form. Entries without parent or legal guardians written consent will be disqualified. Each qualifying Member registering for the Sweepstakes will receive one (1) entry into the Sweepstakes. By entering, each entrant accepts and agrees to be bound by these rules and the decisions of the Sponsor, which shall be final and binding in all respects.

4. **TIMING:** The Sweepstakes shall be eligible for Entry submission between June 1, 2009 at 12:00:01 am PST and July 3, 2009 6:00:00 p.m. PST ("Entry Period").

5. **Selection of Winners.** Winners will be selected randomly on a weekly bases and it is at Urbaniacs sole discretion to award prizes. Potential winners will be notified by Urbaniacs, via Urbogram. Winners have 48 hours to respond or they will forfeit their prize. If any potential winner cannot be contacted within 48 hours (2) days after the first attempt to contact such potential winner, an alternate winner will be selected by Urbaniacs from all remaining eligible entries received.

6. **No Liability for Entries.** Sponsors are not responsible for late, lost or misdirected, corrupted, illegible, incomplete, mutilated entries or for typographical or other errors in

the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

7. Limitation of Liability. By accepting and/or using their prize, winners release and agree to hold the Sponsor and the promotional parties, their parent companies, affiliates, advertising and promotional agencies, and their respective directors, officers, employees and agents harmless from any and all liability for injury, loss or damage of any kind (including death) to persons and property arising from or in connection with their acceptance, possession, use or misuse of any prize, participation in the Sweepstakes, or any Sweepstakes-related activity.

8. Prizes.

\$15 and \$25 dollar iTunes gift cards. (Each winner will receive only one gift card.)

Each Sweepstakes entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all such requirements. If any prize or prize notification is returned as non-deliverable, the potential winner will be disqualified and the prize will be awarded to an alternate winner. All taxes and any other fees or charges associated with prize receipt and/or use are the sole responsibility of winner. No transfer or substitution of prizes is permitted, except by Sponsor who reserves the right to substitute a prize with another of comparable or greater value at Sponsors sole discretion.

9. Winner Requirements. Each potential winner (or winner's parent or legal guardian, if winner is a minor) must complete an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Consent within ten (10) days of Sponsors' first attempt to contact the potential winner. If any potential winner (or winner's parent or legal guardian, if winner is a minor) cannot be contacted, is ineligible, fails to claim the prize, or fails to complete and return the Affidavit of Eligibility, Liability Release or Publicity Consent, the prize will be forfeited, and an alternate potential winner will be selected by Sponsors. By accepting prize, winners (or winner's parent or legal guardian, if winner is a minor) agree that Sponsors may use a winner's name and/or likeness for advertising/trade purposes without compensation, except where prohibited by law.

10. NO REPRESENTATIONS, WARRANTIES OR GUARANTIES. NEITHER THE SPONSOR NOR THEIR ADVERTISING OR PROMOTIONAL AGENCIES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED IN FACT OR IN LAW, REGARDING ANY PRIZE, INCLUDING BUT NOT LIMITED TO, ITS QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. GENERAL CONDITIONS: All Entries and prize claims become the property of Sponsor, and none will be acknowledged or returned. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, incomplete, illegible, stolen or postage due mail entries or redemption claims, all of which will be disqualified. All claims are subject to verification by Sponsor. Entries to this Sweepstakes will be null and void and

will be rejected if: (1) not in accordance with these Official Rules; or (2) any part of the Entry is determined by Sponsor not to be an appropriate and active account. All taxes on prizes and incidental expenses not mentioned herein are the responsibility of the winners. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility 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. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. DISPUTES: Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event shall such damages include attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to punitive, incidental, or consequential damages, or any other damages other than actual out-of-pocket expenses. Participant shall not claim or receive any damages subject to being multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

13. WINNERS: For the names of winners, send a self-addressed stamped envelope to:
Urbaniacs give away, Urbaniacs, PO Box 17192
Encino, CA. 91416-7192
(requests must be received by July 8, 2009).

14. Any information provided by Sweepstakesants participating in this Sweepstakes may be used for marketing purposes by Urbaniacs, Inc and Brandissimo or its sponsors or designees.

Sponsors:
Urbaniacs, Inc.
PO Box 17192
Encino, CA. 91416-7192