

Official Rules (“Official Rules”) for the Inspiring Invention Public Service Announcement Contest (“Contest”).

No Purchase Necessary to Enter or Win.

1. General Contest Information.

- **Contest:** Create a thirty second public service announcement (“PSA”) which motivates kids to pursue inventing and innovating as part of their educations and, later, in their careers. The PSA topics shall be focused on ideas for an invention that improves a sport, game or hobby.

- **Contest Start Date:** November 13, 2008

- **Contest End Date:** March 15, 2009

- **Sponsors:**

Sony Creative Software Inc., located at 1617 Sherman Avenue, Madison, Wisconsin 53704; and

The Advertising Council, Inc. (“Ad Council”), located at 815 Second Avenue, 9th Floor, New York, New York 10017; and

US Patent and Trademark Office (“USPTO”), located at Madison Buildings, 600 Dulany Street, Alexandria, VA 22215

National Inventors Hall of Fame Foundation (“NIHFF”), located at 520 South Main St., Suite 2423, Akron, OH 44311

- **Promotional Partner:**

Discovery Education, One Discovery Place, Silver Spring MD 20910-3354

- **Website:** <http://www.inspiringinvention.org>

- **Contest Materials:** Ad Council, USPTO and NIHFF logos, as made available through the Website and any restrictions on use of such logos as communicated in these Official Rules.

- **Number of Winners:** Two (2) winners (each a “Winner” and collectively the “Winners”). One Winner will be from the “K-8 School Group Category” (grades K – 8). The other Winner will be from the “High School Group Category” (grades 9 – 12). Each Winner’s prize will be

awarded to the School Group Representative for the school/academic institution from which the Winner originated. The K-8 School Group Category and High School Group Category are collectively referred to in these Official Rules as School Groups.

- **Prizes:**

The following prizes will be awarded to each Winner:

<u>Product</u>	<u>Model</u>	<u>MSRP</u>
SCS Software suite	Vegas Pro 8	\$ 699.95
	Sound Forge 9	\$ 399.95
	Cinescore	\$ 159.95
SCS content	ACID Pro 7	\$ 399.95
	50 Vegas site licenses	\$ 7,500.00
	50 ACID site licenses	\$ 5,000.00
	50 Sound Forge site licenses	\$ 5,000.00
	3 Cinescore Theme Packs	\$ 299.85
	20 Standard Loop Libraries	\$ 1,199.00
	5 Premium Loop Libraries	\$ 499.75
	2 Boxed Sets Sony Sound Series	\$ 359.92
Sound Effects 1 - 10	\$ 499.95	

- **Contest Judges:** Experts on engineering, innovation and members of the Ad Council Campaign Review Committee will judge the Contest on the basis of originality, creativity, and uniqueness of the Contest Submission.

2. Entry Period; Official Rules.

The Contest begins at 9:00 a.m. Pacific Standard Time on the Contest Start Date and ends at 12:00 a.m. midnight Pacific Standard Time on the Contest End Date (the "Entry Period"). Contest Submissions, as defined below, must be received by Sponsors before the end of the Entry Period. Entries received after the Entry Period will not be considered by the Contest Judges regardless of when they are postmarked. The Website's clock will be the official time keeper for the Contest. The Contest shall be construed according to, and governed exclusively by United States law. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of the Sponsors, which shall be final and binding in all respects. **NOTE:**

REFERENCES TO “YOU” THROUGHOUT THESE OFFICIAL RULES REFERS TO EACH INDIVIDUAL ENTRANT AND EACH ENTRANT THAT IS PART OF A SCHOOL GROUP (AS DEFINED HEREAFTER).

3. Eligibility.

Void where prohibited or restricted by law. Contest open only to residents of the United States who are at least the legal age of majority for entering into contracts in the state in which you reside ("Legal Age"). No purchase necessary. You may enter as part of a K - 8 School Group Category or High School Group Category provided that (a) you have a school advisor/teacher that is of the Legal Age that will be the “School Group Representative” for the applicable School Group, (b) each member of a School Group complies with these Official Rules and provides the Sponsors with the requisite releases, (c) each person that is younger than the applicable Legal Age has parent or legal guardian consent for such participation and (d) the School Group Representative completes the Submission Form on behalf of the School Group. Employees, officers, directors, agents and representatives of the Sponsors, Promotional Partner and their respective parent companies, affiliates and subsidiaries, and immediate family members of any of the foregoing, are not eligible to enter the Contest.

If your Contest Submission is selected by the Official Judges as a potential winning Contest Submission, Sponsors may ask you (by telephone and/or by mail and/or email) to provide any or all of the following (at your own expense) before you are a Winner (collectively, the “Additional Materials”) (note that in the case of a School Group, Sponsors will contact the School Group Representative):

- (a) Valid releases from you (and if there are more than one of you, from each of you) (“Entrant Releases”) in the form provided by clicking **here**; and
- (b) Valid releases from every individual appearing, performing, writing, composing, filming or otherwise performing in your Contest Submission (“Talent Releases”) in the form provided by clicking **here**. The Talent Releases must be signed by each individual (and if an individual is under the Legal Age, then the Talent Releases must be signed by the individual’s parent or legal guardian to be valid); and
- (c) Valid releases from the owner of every private location in which the Contest Submission was filmed (“Location Releases”) in the form provided by clicking **here**; and
- (d) A broadcast quality version of your Contest Submission. You must be able to produce, if you haven’t already, a version of your PSA that is broadcast-quality. Different broadcasters have different requirements; at minimum, you should be able to provide a rendered DV file, 3Mbps video or higher.

See the section entitled “Selection and Notification of Winners” below for directions concerning where to send Additional Materials, if they are requested of you. If you are requested to provide Additional Materials and Sponsors do not receive the requested Additional Materials within fourteen (14) days of Sponsors’ request, then you will be ineligible to become a Winner. Sponsors may or may not, at their discretion, provide notice to you of your ineligibility and your ineligibility will not prohibit Sponsors and the Contest Judges from selecting actual Winners. Sponsors shall have no liability for any Contest Submissions or the submission of Additional Materials that are lost, intercepted or not timely received for any reason whatsoever.

4. How to Enter Contest.

You may enter if you are an individual or a School Group.

a. Download.

Download the Contest Materials from the Website,
www.inspiringinvention.org.

b. Create Contest Submission.

Use any editing software (you can download a free trial version of Vegas video editing software at <http://www.sonycreativesoftware.com/download/trials/moviestudio> (download will require registration) to create a new video composition incorporating the Contest Materials plus your own original elements (“Additional Elements”, and together with the Contest Materials, the “Contest Submission”). The Contest Materials must be included in your Contest Submission in strict compliance with these Official Rules. Please note that by entering the Contest, you represent and warrant that your Contest Submission does not contain any elements that infringe upon the rights of any third party and that your Contest Submission is an original work created and produced solely by you. Enter as many Contest Submissions as you want. Contest Submissions become the property of Sponsors and will not be returned to you and may be used by Sponsors (collectively or individually) and Promotional Partner in accordance with the rights granted in these Official Rules. Sponsors and Promotional Partner are not responsible for any Contest Submissions that are lost, intercepted or not received by Sponsors for any reason whatsoever.

c. Guidelines for Contest Submission.

All Contest Submissions must comply with all of the below guidelines (“Guidelines”). Failure to strictly comply with the Guidelines may result in exclusion of your Contest Submission. Sponsors and the Contest Judges

will make the final determinations as to whether your Contest Submission complies with the Guidelines and may or may not, in their discretion, provide notice to you if your Contest Submission does not comply in any way.

Guidelines:

1. The PSA must be no longer than thirty (30) seconds in length.
2. All entries must be of the entrant(s) own original creation.
3. The video must not contain any materials that infringe on any other person's or entity's right including but not limited to privacy, publicity or intellectual property or that constitutes copyright or trademark infringement.
4. All text or logos (the Ad Council logo, the USPTO logo, the NIHFF logo, all URLs, etc.) must be 25 video scan lines.
5. All text or logos must be on-screen for :05.
6. Words such as "support" or "help" should be used instead of "give" or "contribute," or "fight."
7. Refrain from utilizing creative that simulates news reports.
8. "Bleeps" that imply uses of profanity are not acceptable and may not be used.
9. No reference, be it direct or indirect, may be made to a commercial product.
10. The Ad Council, USPTO and NIHFF logos (e.g., the Contest Materials) must be included at the end of the PSA. These logos are supplied by Sponsors through the Website at (ENTER URL) and may not be altered in any way including but not limited to changing the color, size or proportions.
11. The distance between the Ad Council, the USPTO and the NIHFF logos must be at least .75 of the Ad Council logo's width or height.
12. Logos must be legible in every distance.
13. Logos must be 100% black, 100% white or in full color as downloaded.
14. Use of the USPTO logo must comply with the following requirements:

Minimum Print Size:

The minimum size for printing the USPTO seal is one inch (as seen below) so that all letters are legible and details of the seal are visible. Do not alter the proportions of the line weight of the seal.

Minimum On-screen Display Size:

The minimum size for the USPTO seal to be displayed onscreen is one inch.

Requirements for space around seal:

In order for the seal to aptly represent the USPTO, it must be displayed in a prominent, uninterrupted manner. This means that the seal must not be cluttered by other elements such as text, photographs, or illustrations. Space must exist around the seal. The minimum amount of space should be one-fourth the diameter of the seal. For example, a seal printed at the minimum one inch should have at least one-fourth inch of space around it. The agency name should appear beside the seal and above the name of the business unit or the event, product or service that is the subject of the publication or printed material.

Color Scheme:

In documents and materials that have a design element, the dominant color scheme of the design should be red, white, and blue. As per the USPTO seal, the suggested red, white, and blue are as

follows:

Pantone® color PMS 187

CMYK - 0% Cyan, 100% Magenta, 79% Yellow, 20% Black

RGB - 196 Red, 18 Green, 48 Blue

Pantone® color PMS 281

CMYK - 100% Cyan, 72% Magenta, 0% Yellow, 32% Black)

RGB – 0 Red, 62 Green, 126 Blue

White

CMYK - 0% Cyan, 0% Magenta, 0% Yellow, 0% Black)

*Relative to standard computer paper white. Other colors can be used secondary to the dominant color scheme. However, printed or electronic materials should be dominated by a red, white, and blue color scheme at first glance. For example, for an internal newsletter, the front of the newsletter should demonstrate the dominant color scheme, and inside the newsletter can be other approved colors. Color coding within a publication for navigational purposes is encouraged.

15. Use of the Invent Now and National Inventors Hall of Fame Foundation Logo (Invent Now logo) must comply with the following requirements:

Description of Logo:

The Invent Now logo, consisting of the burst element and the words Invent Now, must always be accompanied by the descriptor text National Inventors Hall of Fame Foundation.

Minimum Print Size:

The minimum size for printing the Invent Now logo with burst graphic is one inch (as seen below) so that all letters are legible and details of the design are visible. The descriptor National

Inventors Hall of Fame Foundation must always appear to the right of the logo as depicted. The proportions of the design and descriptor may not be altered.

Minimum On-screen Display Size:

The minimum size for the Invent Now logo to be displayed onscreen is one inch.

Requirements for white space around the logo:

In order for the Invent Not logo to aptly represent the Foundation, it must be displayed in a prominent, uninterrupted manner. This means that the logo must not be cluttered by other elements such as text, photographs, or illustrations. White space must exist around the logo. The minimum amount of space should be one-half the vertical height of the logo mark. For example, the Invent Now logo printed at the minimum one inch should have at least one-half inch of space around it.

Color Scheme:

The color scheme for the Invent Now logo and burst design are as follows:

(Text for the type Invent Now) Pantone® color PMS 704c
CMYK – 0% Cyan, 90% Magenta, 72 Yellow, 29 Black
(The Burst Element) Pantone® color PMS 165 2Xc
CMYK-0% Cyan, 59% Magenta, 96% Yellow, 0% Black
(Descriptor Line) PMS Black

If the logo appears over color fields or images the center of the logomark should knock out (let the background show through). Please use the logo that best stands out on the background. On a dark background, the entire logo should knock out (reverse color).

16. All logos must be aligned and proportional to one another.

17. Contest Submissions **shall not** contain, include or involve any of the following:

- Any material that infringes on any other person's or entity's right, including, but not limited to, privacy, publicity or intellectual property or that constitutes copyright infringement. This includes:
 - Trespass or violation of other peoples' rights or property.
 - License plates, phone numbers, addresses – physical, e-mail or otherwise.

- Music, lyrics, photos, artwork, and any such elements for which full releases, including without limitation the ability to use the elements in perpetuity without restrictions as to the type of media, time or place have not been obtained by the entrant.
- The video must not contain corporate brand names or trademarks. This includes:
 - Depiction of commercial products (e.g. clothing, toys, food) and/or their trademarks, brands or logos.
 - Website or webpage links.
- The video must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous including:
 - Crude, vulgar or offensive pictures, depictions, images, language and/or symbols.
 - Gang signs or symbols.
 - Gratuitous violence, gun or other imagery or gestures of weapons.
 - Nudity.
 - Explicit, graphic or excessive sexual activity.
 - Hard liquor, beer, wine or other alcohol use or product images.
 - Illegal drug or alcohol and tobacco use.
 - Derogatory characterizations of any ethnic, racial, sexual or religious group.
 - Illegal (e.g. discriminatory, harassing) or inappropriate behavior or conduct (e.g. inflicting emotional distress).
 - Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by the Sponsors, in its sole discretion.

In submitting a Contest Submission each entrant and participant in the submission, and in the case of a School Group, each member of the School Group, agrees to, confirms and represents to Sponsors and Promotional Partner that neither he/she nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct that (i) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property, (ii) may or is likely to create a risk of any other loss or damage to person, living things or property, (iii) is or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortious conduct (e.g., conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party or (iv) violates any of the terms or conditions of these Official Rules. Sponsors and Promotional Partner are not obligated to review, consider, use, publish, display or broadcast any Contest Submission; however, each entrant acknowledges that Sponsors will rely on such individuals' agreement and compliance with these Official Rules when you submit or attempt to submit a Contest Submission. Sponsors (and any and all of Sponsors' subsidiaries and affiliates) and Promotional Partner shall have the right to use any materials submitted pursuant to these Contest Rules in or on any Sponsor's web site, and in or on any other program, programming channel, broadcast, other public display or performance, in any media whether now known or hereafter developed, at any time in the future, without notice and without compensation, royalty, accounting, liability or obligation to any entrant of any kind. Such uses are entirely within Sponsors' discretion and are not guaranteed, even for winning Contest Submissions. Sponsors do not guarantee that winning Contest Submissions will be used in any of the manners stated in these rules or that winning Contest Submissions will be used as a broadcast public service announcement.

Any Contest Submission which does not conform to these Official Rules may be rejected without notice to you. Incomplete or inaccurate entries are void. All entries, become the property of Sponsors and will not be acknowledged or returned.

d. Submit Your Contest Submission.

Burn your Contest Submission to DVD and mail your Contest Submission by first class mail to Sony Creative Software Inc., at the following mailing address:

Sony Creative Software Inc.
1617 Sherman Ave
Madison, Wisconsin 53704
ATTN: PSA SUBMISSIONS

Please provide a DVD only; do not provide a beta videotape. Beta videotapes should only be provided upon request by Sponsors.

All submissions must be accompanied by a completed submission form (in the form provided by clicking [here](#)) (hereinafter the "Submission Form"). Contest Submissions that are not accompanied by a complete Submission Form may be disqualified without notice to the School Group Representative.

5. Ownership.

When you submit your Contest Submission, you, on behalf of yourself and everyone that played a role in the Submission (and if a School Group, every member of a School Group) acknowledge and agree that you maintain ownership of the Contest Submission (although the Contest Submission, once submitted to Sponsors, will not be returned to you) and all of its contents, provided, however, by submitting the Contest Submission to Sponsors, you are granting, and have the full power and authority to grant, to Sponsors and their affiliates, successors and assigns all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, (a) all copyrights, (b) all music and music publishing rights, (c) all talent and location rights and (d) all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Contest Submissions for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsors and Promotional Partner shall have the right to edit, composite, morph, scan, duplicate, or alter the Contest Submissions for any purpose which Sponsors and Promotional Partner deem necessary or desirable, and you irrevocably waive any and all so-called moral rights that you may have in the Contest Submissions submitted by you. You hereby acknowledge that you do not reserve any rights in and to the Contest Submissions. Upon Submission, you assign all rights to the Sponsors and Promotional Partner and can no longer use the Submission in any way without permission from Sponsors and Promotional Partner.

6. Use of Contest Materials.

You acknowledge and agree that: (a) Sponsors are granting you a limited, non-exclusive license to use the Contest Materials solely in connection with participating in the Contest and only during the Entry Period, (b) Sponsors are granting you a limited, non-exclusive license to use the Contest Materials, (c) You have no other right, title or interest in the Contest Materials, and (d) any use by you of the Contest Materials other than as permitted by these Official Rules will constitute a violation of the Contest Rules and may constitute copyright infringement or misrepresentation and will result in your disqualification from the

Contest. Please note that Invent Now and National Inventors Hall of Fame are registered trademarks of the National Inventors Hall of Fame Foundation.

7. Selection and Notification of Winners.

Following the end of the Entry Period, the Contest Judges will select two Winners for the Contest (one from the K – 8 School Group and one from the High School Group) based on the artistic and creative quality of the Contest Submissions and based on compliance with these Official Rules and the Guidelines. The prospective Winners will be notified by telephone and/or mail and/or email, at which time they may be requested to provide Additional Materials within fourteen (14) days. (See the “Eligibility” section above for additional details.) If a prospective Winner is able to provide adequate Additional Materials (if requested), as judged by the Contest Judges, then the prospective Winner will be notified by telephone and/or mail and/or email that he or she is a Winner. The Contest Judges’ decisions shall be final and binding. If Additional Materials are requested and are not provided or are not adequately provided (as determined by the Contest Judges) then a new prospective Winner will be selected and the original prospective Winner may or may not be notified at Sponsors’ discretion.

Sponsors shall have no liability for any Winner notification that is lost, intercepted or not received by the potential Winner for any reason. If, despite reasonable efforts, a Winner does not respond within five (5) days of the first notification attempt, or if the prize is declined or the prize notification is returned as unclaimed or undeliverable to such potential Winner, such potential Winner, at Sponsors’ sole discretion, may forfeit his or her prize. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, such potential Winner will be disqualified and an alternate Winner may be selected. If a selected Winner fails to claim a prize and/or fails to return any Talent Release or Location Release (if required) or Entrant Release within the applicable time period, Sponsors may elect to disqualify the selected Winner, who will then forfeit his or her right to receive a prize. By accepting a prize, each Winner agrees that Sponsors may, without any limitation or further compensation, use his or her name, screen name, voice and/or likeness and the Contest Submission in any and all media for the purpose of advertising and promoting themselves, the Website, the Contest, or any other promotion, contest or sweepstakes sponsored by the Sponsors.

8. Prizes.

The Prizes are not transferable or assignable and they are not redeemable for cash, except that Sponsors reserve the right to substitute a prize of equal or greater value at Sponsors’ discretion. If you are a Winner, you are responsible for the payment of any and all taxes and/or licenses and/or other related local, State, Federal and/or National fees that may apply to such winnings. The prize will be awarded only in the name of the School Group Representative. If a Winner is

younger than the applicable Legal Age, the prize will be awarded to a parent or legal guardian.

Tax Forms:

U.S. residents: [Form W-9](#)

non-U.S. residents: [Form W-8BEN Instructions for Form W-8BEN](#)

9. Event.

The single School Group Representative for each of the Winners (limit one (1) per Winner) may choose to attend the Inspiring Invention Contest announcement event (the "Event"), in New York City on May 20, 2009, at which the Winners will be publicly announced. For the School Group Representative that chooses to attend, Sponsors will provide fully-paid hotel accommodations for the one (1) School Group Representative per Winner for the night of May 19, 2009, and one round-trip, coach, domestic airline reservation for the one (1) School Group Representative per Winner, both as selected by Sponsors in their sole discretion. Sponsors will not provide payment or reimbursement for any other travel or other related expenses in connection with the Contest or the Event. A School Group Representative that chooses not to attend the Event will not receive any substitute prize (including compensation or money) in place of the offered hotel or airline reservation.

By submitting a Contest Submission or participating in the Contest, you agree to all of the following: (i) that Sponsors and the sponsors of the Event may (at their discretion) announce at the Event the name of the school that corresponds with the Winners and the names of the School Group Representatives for the Winners, and you will obtain any necessary clearance or waivers required for such announcement, (ii) if you are a Winner, you agree that if you attend the Event (and if asked by Sponsors at their sole discretion) you will make a public appearance at the Event, and (iii) that Sponsors and the sponsors of the Event may (at their discretion) show, publicly perform or display the winning Contest Submissions at the Event. In addition to all of the foregoing, by providing a Contest Submission or participating in the Contest, you agree that Sponsors and sponsors of the Event are not responsible for any harm or injury that you or any other individual may incur while traveling in connection with the Event or this Contest, or attending the Event.

10. Representations and Warranties/Indemnification.

By entering into this Contest, You represent and warrant to Sponsors and Promotional Partner that the Contest Submissions: (a) are your own original, previously-unrecorded work, (b) are not the subject of any actual or threatened litigation or claim, (c) do not infringe upon or violate the intellectual property rights or other rights of any other person or entity, (d) do not and will not violate any applicable laws, and (e) are not and will not be defamatory, libelous,

pornographic, or obscene. You hereby agree to indemnify and hold Sponsors, Promotional Partner and their affiliates and agents harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of Your warranties, representations or agreements hereunder.

11. Conditions.

Sponsors reserve the right, in their sole discretion, to cancel or suspend the Contest if any bug, virus or other cause beyond the Sponsors' control corrupts the administration or security of the Contest. Sponsors may prohibit you from participating in the Contest if, in the sole opinion of Sponsors, you show a disregard for these Official Rules, act in an unsportsmanlike manner, act with intent to annoy, abuse, threaten or harass any other participant or any representative of any Sponsors, or act in any other disruptive manner. Contest Submissions may be disqualified in the Sponsors' sole discretion if attempts are made to disrupt the Contest or circumvent the provisions of these Official Rules; in such event, the Sponsors reserve the right to remedy any such action, disruption or circumvention in a manner which is, in Sponsors' sole opinion, fair and equitable to Contest participants. The Sponsors and Promotional Partner (and their officers, directors, employees, shareholders, agents and representatives, and the parent companies, subsidiaries and affiliates of the foregoing, and the advertising, promotion and legal advisors thereof) are not responsible for: (a) late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible Contest Submissions, (b) any failure or malfunction of, or difficulty with, any telephone line, cable line or other means of transmission, or any computer or other equipment, or any software or other program, (c) errors in transmission, (d) any condition caused by events beyond the control of Sponsors that may cause damage to any participant's hardware or software, (e) any injury, loss or damage of any kind caused by any Prize or resulting from acceptance, possession or use or misuse of any Prize, or from participation in the Contest or any Contest related activity, or (f) any printing or typographical error in any materials associated with the Contest.

12. Governing Law and Arbitration.

This Agreement shall be governed and construed under the laws of the State of California, without application of its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, by selecting from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the

general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing; provided, however, that each side shall bear its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect the Sponsors' indemnity rights in Section 10, nor shall it affect the Sponsors' ability to seek from a court injunctive or equitable relief at any time. Notwithstanding any of the foregoing, this Section 12 does not apply to the U.S. Patent & Trademark Office which is bound by applicable Federal law.

13. Further Documentation.

If Sponsors desire to secure additional assignments or other documents as Sponsors may reasonably require in order to effectuate the provisions of these Official Rules or the ownership of the materials comprising the Contest Submission, then you agree to sign the same upon Sponsors' request.

14. No Obligation to Use.

Sponsors and Promotional Partner shall have no obligation (express or implied) to use any Contest Submission, or to develop, produce, distribute or otherwise exploit the Contest Submissions, and you shall not be entitled to any damages or other relief by reason thereof.

15. Nature of Relationship / Waiver of Equitable Relief.

You hereby acknowledge and agree that the relationship between you, Sponsors and Promotional Partner is not a confidential, fiduciary, or other special relationship. You understand and acknowledge that Sponsors and Promotional Partner have wide access to ideas and material and that new ideas are constantly being submitted to it or being developed by its own employees. You also acknowledge that many ideas or stories may be competitive with, similar or identical to your Contest Submissions and/or each other in any number of other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of Sponsors and Promotional Partner's use of the Contest Submissions or any such similar or identical material that has or may come to Sponsors from other sources. You acknowledge and agree that Sponsors and Promotional Partner do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of your rights, if any, in the Additional Elements. Finally, you acknowledge that, with respect to any claim by entrant relating to or arising out of Sponsors and Promotional Partner's actual or alleged exploitation or use of any of your Contest Submissions or other material submitted in connection with the Contest, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or

in any way enjoy the production, distribution, exhibition or other exploitation of anything based on or allegedly based on the Contest Submissions, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

16. Invalidity.

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.

17. Winners List.

To receive a list of Winners (available seven (7) days after the Prizes are awarded) send a self-addressed stamped envelope to: Sony Creative Software Inc., 1617 Sherman Avenue, Madison, Wisconsin 53704, ATTN: PSA.