

## OFFICIAL RULES

PLEASE READ THESE OFFICIAL RULES ("RULES") CAREFULLY. BY SUBMITTING AN ENTRY FOR THE BRICK CONSTRUCTION SHIRT CONTEST (THE "CONTEST"), YOU AGREE TO ABIDE BY THESE RULES. THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND THINKGEEK, INC. ("SPONSOR").

1. Purpose. The purpose of this Contest is to motivate people to develop a creative music video using an Electronic Rock Guitar Shirt, as marketed and sold by ThinkGeek

2. How To Enter. A completed entry is referred to herein as an "Entry." To enter, you must post a music video on [www.youtube.com](http://www.youtube.com) and notify ThinkGeek that you have done so by using the official contest form located at <http://thinkgeek.com/guitarshirtcontest>

3. Eligibility.

(a) NO PURCHASE NECESSARY. You do not need to purchase anything in order to enter the Contest.

(b) This Contest is open only to individuals who, as of their entry submission time (as established in Section \_\_ below), meet each of the following criteria:

(i) You must have attained the age of majority in the jurisdiction of your residence;

(ii) Employees of Sponsor, Neversoft or any of their respective affiliates or subsidiaries, and members of their immediate family or same household and members of the immediate family or same household of the judges are not eligible;

(c) Entries must meet the following criteria:

(i)

(d) THIS CONTEST IS VOID WHERE PROHIBITED.

4. Contest Period. To be eligible your Entry must be received by Sponsor, during the "Contest Period" which begins November 24, 2009 at 12:01 a.m. EDT and ends February 28, 2010 at 11:59 p.m. EDT. During the Contest Period, Sponsor will collect and judge all complete and eligible Entries. Only a complete Entry form that has been received during the Contest Period will be eligible for the Contest. In the event of a dispute over who submitted a winning Entry, the holder of the e-mail account named in the winning Entry notification will be deemed the contestant.

Entries must be received by February 28, 2010 at 11:59 p.m. (Pacific Time).

ThinkGeek preliminary judging for selection of the twenty (20) finalists will begin on March 1st, 2010 at 12:00 a.m. and end by March 19th, 2010 at 11:59 p.m. The finalists will be notified by email by April 1st, 2010 at 11:59 p.m. and finalists' Final entries will be submitted to Neversoft for final judging in their sole discretion. Neversoft's judging will end by April 15th, 2010 at 11:59 p.m.

Winners will be announced on ThinkGeek.com and will be notified by email by April 20th, 2010 at 11:59 p.m.

ThinkGeek reserves the right to extend or shorten the dates listed above depending on the number

of qualified entries.

5. Number of Entries Deemed Eligible. You may enter as many entries as you like, but each contestant is eligible to win only one prize.

6. Disclaimer.

(a) Sponsor does not assume responsibility for (i) any late, misdirected, delayed, lost, incomplete, scrambled or otherwise damaged Entries; (ii) any hardware, software, browser, computer, online, network, electronic, human, telephone or technical malfunctions, difficulties or errors that may occur; or (iii) any viruses, worms, or other contaminants that may affect or damage your computer system or data while participating in the Contest.

(b) Sponsor reserves the right to disqualify any Entries it deems, in its sole discretion, to be obscene, unlawful, threatening or otherwise inappropriate.

(c) Sponsor reserves the right in its sole discretion to cancel or suspend the Contest or any portion thereof should any cause beyond Sponsor's control disrupt, corrupt and/or compromise the administration, security or proper play of the Contest or for any reason Sponsor deems such suspension necessary. If Sponsor cancels the Contest, Sponsor may award the Prize(s) in accordance with the judging criteria from among the Entries received to the cancellation date.

7. Odds of Winning. The odds of winning the Contest will be determined by the number of Entries submitted and deemed eligible for the Contest.

8. Prize Details. Prize winners will be selected by Sponsor, on or around February 15, 2010, from all eligible entries received. Prizes shall consist of:

**1. One (1) Grand Prize: a Neversoft Super Bundle of Band Hero on the winner's choice of platform: Xbox 360, PlayStation 3 or Wii. The Super Bundle includes the Band Hero software, guitar, microphone and drums . The Grand Prize winning video will be featured on the front page of ThinkGeek for one day and on ThinkGeek's blog. In addition, the Grand Prize winner will receive a \$500 ThinkGeek gift certificate.**

**2. One (1) Second Prize. The second prize winner will receive a Guitar Hero 5 Bundle from Neversoft on the winner's choice of platform: Xbox 360, PlayStation or Wii. In addition, the second prize winner will receive Eviltrons, a Plus Beating Heart, a ThinkGeek Heavy Metal 5-shirt, and a \$250 ThinkGeek gift certificate.**

**3. One (1) Third Prize: The third prize winner will receive a ThinkGeek Cantina Band T-Shirt and a \$100 ThinkGeek gift certificate.**

Prize(s) are non-transferable and non-exchangeable. Prize winners are solely responsible for all taxes that may be incurred as a result of winning a Prize, including, without limitation, any and all local, provincial, state, and federal income taxes. Prize winners are also solely responsible for any and all Prize-related expenses not specified above. If a Prize winner does not claim his or her Prize within three (3) days of the Sponsor's notifying a Prize winner that he or she has won a Prize, an alternative winner will be selected as set forth in Section 10 below. There will be no substitution of Prizes, except at the sole discretion of Sponsor. Prize winners should allow approximately 90 days

for delivery of the Prize.

9. Judging; Criteria. Prize winners will be selected on the basis of creativity and merit as determined in the sole discretion of Sponsor and Neversoft.

10. Notification of Prize Winners.

(a) Once the Prize winners have been selected, Sponsor will contact the Prize winners via electronic mail. Sponsor shall use the email addresses that were provided to it on the Entry form and shall not be responsible for any changes of such addresses and has no duty to confirm the accuracy of such information before sending its notification to the Prize winners. The Prize winners must contact Sponsor and accept the Prize within three (3) days from the day Sponsor sends the notification. If a selected Prize winner fails to contact Sponsor and accept the Prize within the required period, Sponsor shall, in the same manner set forth above, notify the contestant that received the next highest rating from Sponsor. This contestant must contact Sponsor and accept the Prize within three (3) days of the date Sponsor sends the notification. If this contestant fails to contact Sponsor and accept the Prize, Sponsor shall repeat this process with the next highest score until the Prize is claimed. Sponsor is not responsible for any late, lost, delayed, incomplete or misdirected notifications.

(b) As a condition to winning a Prize, Sponsor may require the Prize winners to complete an affidavit of compliance and eligibility that states that such Prize winner has complied with all of these Rules and that such Prize winner is eligible to receive the Prize. In addition, the Prize winners may be required to sign a liability release and a publicity release.

11. Use of Identity, License to Entry and Name. By submitting your entry to the Challenge, you are representing that you are the original designer and creator of your Entry and that you have the legal right to distribute your Entry. ThinkGeek maintains the highest standards of quality and positive relationships with our customers. At our sole discretion, we will disqualify any Entry which we believe will not represent us well in the global marketplace.

You hereby agree to be bound by these Rules and that should you be deemed a Prize winner, Sponsor and Sponsor's designees may use your name, likeness, name of your company or affiliation, and any statements, quotes or testimonials, artwork, photographs, software, audio-files or other such materials provided by you or requested of you, including but not limited to your Entry, for promotional and publicity purposes without further compensation.

12. Privacy.

(a) In order to participate in the Contest, you must provide contact information and other information that personally identifies you as a contestant ("Contact Information"). If you opt not to provide Sponsor with the requested Contact Information, your Entry will not be eligible for the Contest. Sponsor collects and uses your Contact Information for the following reasons: (i) to judge Entries; (ii) to manage and monitor the Contest; (iii) to enforce Rules. Apart from information concerning winners, Sponsor will not disclose Contact Information to third parties without your express consent, provided, however, Sponsor may disclose, and will disclose Contact Information about a contestant, as follows:

(A) Imminent Harm. Sponsor may reveal your personally identifiable information to attorneys, private investigator organizations or law enforcement agencies if Sponsor believes that you are harming or interfering (or will imminently harm or interfere) with other contestants or anyone else or

violating (either intentionally or unintentionally) the Rules or other obligations.

(B) Legal. Sponsor will reveal your Contact Information, to the extent Sponsor reasonably believes Sponsor is required to do so by law. If Sponsor receives legal process calling for the disclosure of any of this information, Sponsor will attempt to notify you via your email address within a reasonable amount of time before responding to the request, unless such notification is not permitted.

(C) Data Quality and Access. During such time as Sponsor retains your Contact Information, Sponsor will seek to keep your Contact Information accurate, secure, and current. Sponsor will take reasonable steps to correct inaccuracies in your Contact Information which Sponsor is made aware of.

(D) Scope. These privacy terms apply to Contact Information provided to Sponsor with the submission of your Entry. During the course of the Contest, you may disclose Contact Information and other personal information to others outside of the Entry submission process ("Other Disclosures"). The provisions of this Section 12 do not apply to Other Disclosures.

### 13. General Conditions.

(a) By submitting an Entry, you agree to be bound by these Rules, and the decisions of Sponsor, which shall be final and binding in all respects. All federal, state, and local laws apply.

(b) By submitting your Entry you hereby warrant and represent that all information provided by you as part of the Entry is true, accurate and complete, and that you are the sole owner of the Entry, the Entry is entirely your original work of authorship and that the Entry was not created at your job, using your employer's equipment or on your employer's time, or in any other manner that would result in your employer claiming intellectual property rights in the Entry.

(c) By submitting your Entry you hereby warrant and represent that you have obtained permission from any persons taken in any photograph or video that you post or submit with respect to your Entry (a "Video") that you may submit such persons' picture, image, likeness, appearance captured in the Video, and that you release and hold harmless Sponsor, Neversoft, and their respective employees, stockholders, directors, officers, and subsidiaries from any requests for compensation or claims for damages, liabilities, or expenses of any nature, including those resulting from violations of privacy, adverse publicity by any persons for any use by Sponsor or Neversoft of the Video or your Entry.

(d) If you provide input, suggestions, or other feedback ("Feedback") to Sponsor relating to ThinkGeek or its products in the process of participating in the Contest, you warrant that you have rights to provide the Feedback. You grant Sponsor any and all intellectual property rights owned or controlled by you relating to the Feedback. Sponsor may use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit the Feedback, though Sponsor is not required to incorporate the Feedback into any products or services.

(e) You hereby represent and warrant that you are eighteen (18) years of age or older and that you are free to enter into this agreement;

(f) Entries become the property of the Sponsor and will not be returned. This Contest shall be governed by California law. By participating in this Contest, entrants agree that California courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that

venue shall be only in California.

(g) Nothing herein shall constitute an employment, joint venture, or partnership relationship between a contestant and Sponsor. In no way is a contestant an agent or to be acting as the agent of Sponsor in any respect.

(h) Failure to enforce a remedy shall not constitute a waiver of the future right to enforce the remedy.

(i) YOU AGREE TO INDEMNIFY AND RELEASE SPONSOR, AND SPONSOR'S SUBSIDIARIES, AFFILIATES, PARTNERS, AGENCIES, AGENTS AND REPRESENTATIVES AND THE OFFICERS, DIRECTORS AND EMPLOYEES OF EACH FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, CHARGES, INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY, RESULTING FROM OR ARISING OUT OF YOUR PARTICIPATION IN THE CONTEST, OR SPONSOR'S USE OF THE ENTRY, OR ANY PRIZE OR YOUR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE.

14. List of Prize Winners and Additional Copies of the Rules. To receive additional copies of these Rules, or a Prize Winner list, send a self-addressed stamped envelope to: ThinkGeek, Inc., 11216 Waples Mill Road, Suite 100, Fairfax VA 22030; Attention: Brick Construction Shirt Contest. Specify Prize winner list and/or Rules on your request. Replies relating to Prize winner list will be sent after the completion of the Contest. Prize Winner list requests must be received within six (6) months of the end of the Contest Period.