

## **OFFICIAL RULES. NO PURCHASE NECESSARY**

**1. Promotion Period:** "Capessa's Season for Giving" (the "Contest") begins at 12:00:01 a.m. PT on Nov. 15, 2008 and ends at 11:59:59 p.m. PT on Dec. 15, 2008 ("Promotion Period").

### **2. How to Enter the Contest:**

1. During the Promotion Period, you may enter online by visiting <http://capessa.com/members/groupabout.aspx?g=634960&m=2745990> ("Contest Website"), and following the onscreen instructions.

2. Leave a comment sharing the most special gift you ever gave someone during the holiday season ("Entry" or "Entry Materials").

### **Submission Guidelines:**

Your Entry will be judged according to the 'Judging Criteria' stated in Rule 3 below.

- Prize open to residents of the 50 United States and District of Columbia.
- You must have an active email account and be reachable through your Capessa.com account.
- To be eligible for prize, all participants in "Contest" must be at least 18 years of age.
- To be eligible for prize, all participants must sign up for Capessa.com at <http://www.capessa.com/members/guestregstep1.aspx?g=147883&m=99440>
- Submitted Entries will be posted on the Contest blog on Capessa.com (<http://capessa.com/members/groupabout.aspx?g=634960&m=2745990>).
- All eligible entries (as determined by Sponsor) will be posted on the Contest blog on Capessa.com through the conclusion of the contest. Entries are limited to one per day throughout the duration of the contest.

By entering, you understand your entry will be posted online and will be subject to judging by members of the Sponsor and/or its affiliated partners. Entries will be posted immediately; however, not all submissions will be eligible for the contest. It is your responsibility to read and follow the Submission Guidelines. Any submission deemed inappropriate or unsuitable for posting, in Sponsor's sole discretion will be disqualified and will not appear on the Contest Website.

Entry Material or portion thereof that is, in the Sponsor's sole discretion, shall not contain, include or involve any of the following:

- Obscene, profane, lewd, defamatory content, data or images unsuitable for posting

- Crude, vulgar or offensive pictures, depictions, images, language gang signs and/or symbols
- Gratuitous violence, gun or other imagery or gestures of weapons
- Nudity
- Explicit, graphic or sexual activity
- Commercial products such as clothing, toys, food and/or their trademarks, brands, logo or endorsements
- No music of any kind
- Hard liquor use or product images
- License plates, phone numbers, personal addresses (physical or email ) or otherwise
- Website or web page links
- Illegal drug or alcohol use or abuse
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (discriminatory, harassing) or inappropriate activity, behavior or conduct (i.e, inflicting emotional distress)
- Conduct or activities in violation of these Official Contest Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsor in its sole discretion
- Any third party materials (including but not limited to music) that may otherwise violate or infringe (or may infringe) any of the following:
  - Copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant.
  - Entrants may not copy or otherwise plagiarize the Entry Material from any source.
- No Entry Material shall contain any content or performance that has been broadcast or streamed, published or televised on television or as part of a recording of a motion picture film or television program.

Sponsor has the sole discretion to determine whether a submission qualifies as an Entry.

Any Entry not in compliance with the above and does not meet the Contest Website requirements will be disqualified.

- Sponsor reserves the right to reject any entry that it deems, in its sole discretion, to violate any of the policies of Sponsor's "Standards and Practices Guidelines."

- Sponsor may modify or edit any materials related to a Contest entry or request entrants to do so, so that such materials meet such guidelines.
- Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. In such an event, the entries will be removed from the site and will be disqualified from the Contest.

All entries submitted become the property of the Sponsor and will not be returned.

Normal Internet access and usage charges imposed by Entrants' online service will apply.

No information regarding entries or judging, other than as otherwise set forth in the Official Rules will be disclosed.

**3. Judging:** Your entry will be judged by the Sponsor and/or its affiliated partners using the following criteria:

- 1) Originality of gift - 40%
- 2) Level of sincerity - 30%
- 3) Memorability of gift-giving situation - 30%

#### **4. Prizes And Approximate Retail Values ("ARV"):**

##### **One Grand Prize:**

The following will be provided to the Grand Prize Winner:

The grand prize winner will receive a \$500 gift certificate from Zappos.com. The prize will be paid for by Zappos.com. The ARV of this service is \$500 USD. Sponsor reserves the right to provide a cash substitution, at its sole discretion.

Prizes will be awarded (provided a sufficient number of eligible entries are received) and winners notified by e-mail attached to the entrant's Capessa.com account. Prizes are subject to availability and are not transferable. No substitutions or cash equivalents are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value if advertised prize (or portion of prize) is unavailable. Taxes related to the prize are the responsibility of the individual winners, and winner will be required to provide his/her social security number for tax purposes. All other expenses and costs not expressly listed above are each winner's sole responsibility.

**5. Eligibility:** Open only to legal residents of the 50 United States and the District of Columbia, 18 years of age or older as of date of entry. Employees of The ZiZo Group, Inc., Procter & Gamble, Zappos and their affiliates, subsidiaries, advertising and promotion agencies, their immediate family members and/or those living in the same household of each are not eligible. This offer is void wherever prohibited and subject to all federal, state and local laws. All Entrants must sign up for Capessa.com at <http://capessa.com/members/BlogActions.aspx?q=147883&m=99440>.

**6. General Rules:** By participating in this Contest, each participant agrees that Sponsor may, at its option, conduct a background check on participant. The Administrator will make 3 attempts to contact the potential Grand Prize winner within 48 hours from the time winner selection was accomplished. If Administrator is unable to reach the potential Grand Prize winner via email within this time frame, he/she will be disqualified and an alternate will be selected. Potential Grand Prize winner will then be required to sign and return an Affidavit of Eligibility, liability/publicity release (where legal) and assignment of rights within three (3) days of notification attempt or the Grand Prize will be forfeited and alternate winner will be selected. Affidavit package will be mailed via overnight mail with a pre-paid overnight return envelope included or sent via email. Potential Grand Prize Winner must sign any additional releases as may be declared necessary by Sponsor. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the judges. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Contest. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or web site; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right at its sole discretion to cancel the Contest and determine the winners from among all eligible entries received prior to

cancellation, the Grand Prize winner will be determined by Sponsor's designated judges, based on the same criteria listed above.

Any damage made to the Web Site will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

**7. Release:** By entering the Contest, you hereby grant the Sponsor, their affiliates, subsidiaries, assigns, licensees, and legal representatives the irrevocable, perpetual, worldwide right to use, reproduce, edit, market, broadcast, store, distribute, have distributed, reproduce, re-arrange, change, add to or delete from, translate, adapt or otherwise revise and/or alter the entry, or any display thereof, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote your entry (as such may be edited and modified by the Sponsor in its discretion) for editorial, commercial, promotional and all other purposes. In addition, you hereby assign to the Sponsor, The ZiZo Group, Inc. all royalty-free, non-exclusive rights, titles, and interests that you may be deemed to have in any reproduction, product, or derivative work using or incorporating the entry. You represent and warrant that: (i) all rights to the entry belong to you and the entry does not and shall not infringe on any copyright or any other third party right nor violate any applicable law or regulation, (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the entry (including any approvals from those depicted in your entry), free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, (iii) you hereby hold the Sponsor harmless from and against any third party claim arising from use of the entry and you waive any right to inspect or approve uses of the entry or to be compensated for any such uses. In submitting an entry into this Contest, each entrant agrees to, confirms and represents to Sponsor 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 in connection with this Contest 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. Past experience has confirmed that contests and other competitions generate substantially similar submissions or

entries, which closely resemble concepts and ideas that have been independently developed by Contest Entities before or after the Contest. Accordingly, entrants may subsequently see a Contest Entity presentation, which seemingly incorporates an idea or concept or includes materials similar to that contained in their entries. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which Contest Entities routinely considers in the course of their program development. Participating in the Contest constitutes permission to the Sponsor and its agencies to use participants' names, biographical information, pictures/portraits, likenesses and/or voices and video, for purposes of advertising and trade without further compensation, unless prohibited by law. BY ACCEPTING A PRIZE, THE WINNERS AGREE THAT THE ZIZO GROUP, INC., THEIR AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY. You hereby represent and warrant that you have read these rules and are fully familiar with its contents.

**8. Winner Posting:** The winner will be available after Dec. 15, 2008 at <http://capessa.com/members/groupabout.aspx?g=634960&m=2745990>.

**9. Sponsor:** The Sponsor of the Contest is The ZiZo Group, Inc.