

Official Rules

Where in the Summit is Converseon?

The Where in the Summit is Converseon? Scavenger Hunt (the “Contest”) is sponsored by Converseon, Inc. (“Converseon”). By entering the Contest, you agree to comply with and be bound by the following official contest rules (“Official Contest Rules”). Please review the Official Contest Rules carefully. If you do not agree to the terms of the Official Contest Rules in their entirety, you are not permitted to enter the Contest.

1. Contest Period: The Contest begins on Saturday, February 23, 2008 at 10:00:00 am EST and ends at 11:59:59 PM EST February 29, 2008.
2. Eligibility: To be eligible, contestants (“Contestants”) must be at least eighteen (18) years of age and register on the “Where in the Summit is Converseon?” website located at <http://www.converseonaffiliates.com/whereinthesummit/> (the “Contest Website”) before 5:00:00 PM EST February 25, 2008. Required registration information includes: first and last name, company name (if applicable) and email address. Employees of Converseon and/or the independent third party utilized by Converseon to verify the results of the Contest (“Judges”), and their respective immediate families (spouse, parents, children, siblings and their respective spouses) and individuals living in the same household as such employees are ineligible to participate. Void for residents of Puerto Rico, Rhode Island and where prohibited by law. This Contest is subject to all applicable federal, state and local laws, rules and regulations. Multiple entries will not be accepted. Contestants may only enter one (1) time. If multiple entries are submitted by a Contestant, only one (1) entry will qualify for submission. Any and all additional duplicate entries that are submitted by the same individual will be discarded. Converseon reserves the right, in its sole discretion, to disqualify any Contestant if it concludes that the Contestant has tampered with the entry process or the operation of the Contest or has acted in violation of these Official Contest Rules or any applicable state, federal or local laws, rules or regulations.
3. No Purchase Necessary to Play or Win: Purchase will not increase the odds of winning.
4. How to Win:
 - a. At the beginning of play, Contestants must find one member of the “Converseon Team” (the Converseon Team consists of Jamie Birch, Robin DeCato, Stephen Robinson, Harmony Parsons and Stephanie Schwab) and get an official “Where in the Summit is Converseon” button from one of the Converseon Team members. Buttons must be worn on Contestant’s person at all times so that the Converseon Team members may identify the Contestants.
 - b. Contestants can view or download the Contest “Clues” from the applicable page of the Contest Website located at <http://www.converseonaffiliates.com/whereinthesummit/clues.html>. Each Contest Clue shall have an assigned point value and identification number as set forth on the applicable page of the Contest Website.
 - c. Contestant must determine the answer to each Clue (which is either a location, a person or an event), locate the applicable Clue site, person or event, together with a Converseon Team member, and take a photo of him/herself at, or with, the applicable Clue subject and the Converseon Team member.

- d. All photographs must be uploaded to the Converseon Flickr website located at <http://www.flickr.com/photos/converseonaffiliates/> in order to be validated for points. Contestant must include Contestant's name and the applicable Clue identification number in the title to each downloaded photograph in order to get credited with the points. Photographs can be uploaded directly to Flickr via a camera phone or can be uploaded from a digital or film camera. In order for the applicable photographs to qualify, Contestants must submit the photographs themselves. Any and all submissions of information and/or photographs that violate the provisions of these Official Contest Rules shall be discarded. Further, Converseon reserves the right to terminate the entry of any non-qualifying photographs and cancel or reclaim any prize awarded to Contestants that have submitted same. All photos must be uploaded no later than 11:59:59 PM EST on February 29, 2008.
 - e. Contestants who upload photos that are objectionable in nature will be immediately disqualified from the Contest. For purposes of these Official Contest Rules, "Objectionable" shall include, but may not be limited to, photos that contain any material that promotes or features illegal substances, nudity, sex, pornography, adult-oriented content, expletives or inappropriate language, illegal or unethical activity, racism, hate or material that is libelous, defamatory, infringing, false, misleading, contrary to public policy and/or that may bring Converseon and/or its associated companies negative publicity.
 - f. Additional points and bonus prizes may be awarded for successful completion of Clue challenges that are announced by the Converseon Team via Twitter (<http://www.twitter.com/ConvAffiliates>). Use of Twitter is not required to participate in the Contest.
 - g. Contest winners will be determined by Converseon, and verified by independent Judges, based on the total number of points generated by the Contestants; points are awarded based on the point value for the applicable Clue challenges.
 - h. The odds of winning depend on, among other factors, the number of entrants, the number of Clue challenges completed and the points attributed to each such Clue challenge.
 - i. Use of the Contest Website is subject to the ConverseonAffiliates.com User Agreement and Privacy Policy available on the Contest Website. By registering for the Contest, you are also opting-in to receive e-mail marketing, direct mail marketing and telemarketing messages from Converseon, and its advertising affiliates.
5. Determining Winners: By participating, Contestants hereby agree that Converseon is solely responsible for determining the winners, and the Judges are solely responsible for verifying Converseon's results.
 6. Disqualification: Contestants will be disqualified from the Contest if they fail to comply with these Official Contest Rules.
 7. Prizes:
 - a. There are a total of five (5) prize packages, to be awarded to the Contestants with the five (5) highest point totals. The prizes are as follows:
 - i. First prize: The Lifeform Ultimate High Back Executive Chair, valued at \$2,695.00, from Converseon client Relax TheBack.
 - ii. Second prize: The Spyke Spy Robot, valued at \$369.00, and the VistaPix IS70 Digital Spotting Scope, valued at \$479.00, from Converseon client Edmund Scientifics.

- iii. Third prize: Two wine gift packs from Converseon client MyWinesDirect, the Best Cellers Cellars 2 Whites and 4 Reds pack valued at \$99.95 and the Wine Gift Baskets-Vineyard Favorite Basket valued at \$59.00
 - iv. Fourth prize: A 16-piece set of Gourmet Basics Red Berry tableware from Converseon client Mikasa, valued at \$79.99.
 - v. Fifth prize: A Pan Tree, valued at \$19.98, and a Can Dispenser Tote, valued at \$9.98, from Converseon client GetOrganized.
- b. Prize winners will be required to sign an Affidavit of Eligibility within fourteen (14) days following Converseon's attempted notification of such prize winners. Non-compliance within this time period may result in forfeiture of the applicable prize. Winners will be required to provide picture proof of identification, which may include a driver's license, passport, voting card or similar government issued identification. The return of any prize/prize notification as undeliverable may result in forfeiture of the applicable prize.
 - c. Prize winners are responsible for all federal, state and local taxes and any international costs for delivery of the prizes.
 - d. U.S. citizens will be issued an IRS Form 1099 for all prize packages awarded valued over \$599.00.
 - e. Converseon reserves the right to substitute any prize with a prize of equal or greater value.
 - f. In the Event of a Tie: Converseon and the independent Judges will determine which of the tied Contestants has the funniest photo as part of their photo submissions. Converseon and the independent Judges shall have the sole opinion as to "funny" in the event of a tie.
8. **LIMITATION OF LIABILITY: BY PARTICIPATING IN THIS CONTEST, CONTESTANTS AGREE TO ABIDE BY THE TERMS OF THESE OFFICIAL CONTEST RULES AND THE DECISIONS OF THE JUDGES, WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE OFFICIAL CONTEST RULES, AND RELEASE, INDEMNIFY AND HOLD HARMLESS CONVERSEON, THE JUDGES, THE PRIZE SUPPLIERS, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS OR ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE CONTEST (INCLUDING, BUT NOT LIMITED TO, ANY USE, MISUSE OR NONUSE OF THE PRIZES BY THE WINNER), OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF THE PRIZES THAT MAY BE AWARDED. PRIZE WINNERS AGREE TO ACCEPT THE APPLICABLE PRIZES "AS IS" AND "AS AVAILABLE." CONVERSEON DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRIZES.**
9. **Additional Terms and Conditions:**
- a. Entrants agree that any and all disputes relating to the Contest shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Should a dispute arise concerning the Contest, the parties agree to submit their dispute for resolution to the Federal District Court for the Southern District of New York. Should any part of these Official Contest Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

- b. Neither Twitter, Flickr, nor the Judges are involved in marketing the Contest. Neither Twitter, Flickr, nor the Judges sponsor the Contest and will not respond to any inquiries.
- c. Converseon is not responsible for printing or typographical errors in any Contest related materials; or for photos that are lost, misdirected, fail to enter into the processing system or are processed, reported or transmitted late or incorrectly or are lost for any reason including, but not limited to, computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer or telephonic malfunction or error including, but not limited to, inability to access any website associated with this Contest, or process any transaction thereon.
- d. If, in Converseon's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness or proper conduct of the Contest, Converseon reserve the right in its sole discretion to disqualify any individual that tampers with the entry process and/or void any entries submitted fraudulently, modify or suspend the Contest, or terminate the Contest and prize as a result of the action requiring such termination.
- e. Any attempt by a Contestant or any other individual to deliberately damage the Contest Website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Converseon reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- f. Any attempts by an individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices, Contest entry services or programs is prohibited. All photos submitted become the property of Converseon and can be used at our sole discretion.