

Environmental Defense Action Fund Presents
"A Cap on Carbon Will Solve America's Oil Addiction:
A Communications Competition"
Official Rules

1. **Competition Description.** The "Carbon Cap Competition" is open to any person who meets the eligibility criteria set forth below and submits an entry in accordance with these Official Rules (each such person, an "Entrant"). The Competition is intended to yield one first-prize winner (the "First-Prize Winner") and two second-prize winners, one in each of the two categories of video and still-visual analogy (each, a "Second-Prize Winner," and together with the First-Prize Winner, the "Winners").
2. **The Sponsor.** This Competition is sponsored by the Environmental Defense Action Fund, with its principal address at 257 Park Avenue South, New York, New York 10010 (the "Sponsor").
3. **Entry Deadlines.** The entry period for the Competition commences at or around 12:01 a.m. ET on Monday September 22, 2008 and continues through 11:59 p.m. ET on Tuesday December 2, 2008. (the "Competition Entry Period").
4. **Entrant Eligibility. No purchase or payment of any kind is necessary to enter or win the Competition.** Void wherever restricted or prohibited by law. Open to legal residents of the United States ages 13 years and older at time of entry. Any Entrant who is a minor in his or her jurisdiction of primary residence must obtain the permission of his or her parent or legal guardian to participate. Directors, officers, and employees of the Sponsor, or of any affiliated organization, and the members of the immediate families of each, are not eligible to participate or win a prize. By participating in the Competition, each Entrant agrees to be bound by these Official Rules and by the decisions of the Sponsor, which are final in all matters relating to the Competition.
5. **How to Enter the Competition.** Each potential Entrant must visit [www.edf.org/competition] (the "Competition Web Site") and completely fill out all required data fields on the registration form, and must supply a URL where their video, visual analogy, or textual description can be downloaded (each, a "Submission," and each complete registration together with a Submission is considered an "Entry").
6. **Submissions.** Each Submission may be: either (a) a video, or (b)(i) a visual analogy, or (ii) a textual description of a visual analogy.

Each Video Submission must be: (a) no longer than 30 seconds, and (b) must be submitted in either Windows Media Video (.wmv) or Apple QuickTime (.mov) format.

Each Analogy Submission must be: (a) an illustration, and (b) submitted in either Microsoft Word (.doc), Adobe Acrobat (.pdf), JPEG, or GIF format.

In order to make a Video or Analogy Submission, each Entrant must: (a) agree to the Competition Web Site's "Terms of Use" set forth at [www.edf.org/competition], and (b) follow the specific instructions for the uploading of materials to the Entrant's URL. Each Entrant acknowledges and agrees that any Video or Analogy Submission may be made publicly available on the Competition Web Site, in accordance with these Official Rules, and that such use does not alter, or imply any conclusion concerning, any Entrant's chances of winning the Competition.

7. **Submission Restrictions.** Submissions, in whatever format, will be deemed ineligible and will not be accepted if they include any of the following:
 - (a) any content which endorses or condones illegal drug use or alcohol abuse,
 - (b) any nudity, profanity, or violence,
 - (c) any commercial endorsements,
 - (d) any derogatory characterization of any ethnic, racial, sexual, or religious group(s),
 - (e) any display of any physical injury, death, or property damage or any conduct or activity that could cause physical injury or property damage or that is reasonably likely to do so,
 - (f) any unauthorized use of any intellectual property that is protected by trademark, copyright, or other intellectual-property laws from any source,
 - (g) any audio or video performance or depiction of any recognizable person other than Entrant (unless Entrant can furnish valid, written approval from such person), or
 - (h) any other conduct, language, or other content deemed inappropriate by the Sponsor or the judges.

8. **Rights to Submissions.** (a) Each Entrant hereby agrees to enter his or her Submissions under the following terms and conditions: (i) that the Entrant's Submissions and all rights thereto become the sole property of the Sponsor and will not be returned, (ii) that the Entrant's Submissions are free from any lien or claim by anyone, including but not limited to any union, guild, or performance rights society, (iii) each Entrant has obtained all rights, permissions, and licenses necessary for the Sponsor to use the Entrant's Submissions for any purpose, (iv) that no Submission by Entrant or any part thereof infringes any trademark, copyright, or other intellectual-property right, or otherwise violates anyone's right of privacy or publicity, and (v) each Entrant shall indemnify and hold harmless the Sponsor and its directors, officers, employees, and agents from any claims, suits, losses, damages, and expenses (including reasonable attorneys' fees) that arise from any breach of the preceding conditions. Each Entrant agrees to the foregoing

and in addition agrees to obtain or execute and deliver, upon request of the Sponsor, any documentation and releases necessary to prove his or her unrestricted ownership in all materials contained in his or her Submission and his or her right to use such materials without limitation for any purpose and to transfer such rights to the Sponsor.

(b) Each Entrant further agrees: (i) that his or her Submissions may be used, licensed, or transferred by the Sponsor in whole or in part for any purpose whatsoever without any compensation, and (ii) that the transfer to the Sponsor of all rights in the Submissions includes a grant to the Sponsor of the exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements, and otherwise use, license, or transfer the materials contained in his or her Submissions and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity. Each Entrant also agrees to confirm this agreement in writing upon request by the Sponsor.

(c) Each Entrant also acknowledges and agrees that the Sponsor is under no obligation to use any Submission by Entrant or any materials contained in any such Submission for any purpose at any time.

9. **Eligible Entries.** Each Submission that meets the requirements of these Official Rules is referred to herein as an “Eligible Entry.” Derivative or different versions of the same Submission are not Eligible Entries. In making such determinations, the decisions of the Sponsor are final.
10. **Disclaimers.** The Sponsor assumes no responsibility for incorrect or inaccurate information about a Submission, whether caused by any of the equipment or programming associated with or utilized in the Competition or by any human error that may occur in the processing of Submissions to the Competition. The Sponsor is not responsible for any failure, problem, or technical malfunction of any telephone or other network or lines, computer online systems, servers or providers, computer equipment, software, email, web browser on account of technical problems, traffic congestion or the Internet or at any web site, any combination thereof, or otherwise, including without limitation injury or damage to any Entrant or to any other person’s computer related to or resulting from participating in or uploading materials for the Competition. If, for any reason, the Competition is not capable of running as planned, including problems with any computer system caused by any computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition or for any reason the Sponsor deems it necessary, the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, delay, or suspend the Competition.
11. **Judging Panel and Judging Criteria.** A panel of judges comprising members of the Sponsor’s staff and/or consultants will review the Eligible Entries received for the

Competition and select the Winners based on: (a) originality, (b) creativity, and (c) how memorably and clearly, in the judges' subjective opinion, the Entrant's Submission explains how capping greenhouse gas pollution will break America's addiction to oil.

12. **Prizes.** The judges will select one First-Prize Winner from among all Submissions. The First-Prize Winner will receive a check payable to the First-Prize Winner in the amount of U.S. \$10,000. The judges will also select a Second-Prize Winner in each of the Submission categories, Video and Analogy. Each Second-Prize Winner will receive a check payable to that Second-Prize Winner in the amount of U.S. \$2,500. Additional winners may be selected and prizes awarded at the sole discretion of the Sponsor. The Sponsor reserves the right in its sole discretion: (a) not to award any prizes if no Entries are deemed to be effective, (b) to substitute for any prize a prize of comparable value for any reason that it deems necessary, and (c) to delay the announcement of any of the Winners. In the event of a dispute over who submitted a winning entry, the owner of the email account listed in the winning Entry will be declared the Winner.
13. **Contacting the Winners.** The Winners will be notified by email in December, 2008. The Sponsor will make a maximum of three attempts to contact the Winners. If any Winner is unreachable during the 48-hour period in which the Sponsor attempts to make contact, or if he or she does not comply with these Official Rules, an alternate Winner may be selected from all remaining Eligible Entries received.
14. **Winners' Documentation and Duties.** Each Winner (or the parent or legal guardian of any Winner who is a minor in his or her jurisdiction of primary residence) may be required to sign:
 - (a) an affidavit of eligibility and liability release releasing the Sponsor and its directors, officers, employees, and agents from any and all liability, claims, demands, and causes of action for personal injury or damage, theft, loss, or any other harm suffered in connection with the Competition,
 - (b) except where prohibited by law, a promotional release granting the right to use his or her name and likeness for advertising and publicity purposes without additional compensation,
 - (c) any relevant tax documentation, and
 - (d) at the Sponsor's request, any additional legal documentation to confirm the Sponsor's rights in and to the Winner's winning Submission.

Entry into the Competition constitutes each Entrant's agreement to sign such documents. A Winner's failure to sign and deliver any of such documents when requested may result in disqualification and selection of an alternate Winner. Any violation of these Official Rules by any Winner may result, in the Sponsor's sole discretion, in such Winner's disqualification as a Winner of the Competition and the termination of all privileges as a Winner.

15. **The Sponsor's Rule Decisions and Discretion.** All interpretations of these Official Rules and decisions of the Sponsor in all matters related to the Competition are final. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds or believes: (a) to be tampering with the entry process or the operation of the Competition or the Competition Web Site, (b) to be acting in violation of these Official Rules, or (c) to be acting 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 damage the Competition Web Site or any related web sites or undermine the legitimate operation of the Competition may be pursued to the full extent of the criminal and civil laws, and the Sponsor reserves the right to seek damages from any such person.
16. **Jurisdiction and Governing Law.** The New York courts (state and federal) have sole jurisdiction of any controversies regarding the Competition, and the laws of the State of New York govern the Competition. Each Entrant waives any and all objections to jurisdiction and venue in those courts and hereby submits to the jurisdiction of those courts.
17. **Requests for Rules or List of Winners.** For the name of the Winners and/or a copy of these Official Rules, send a self-addressed, stamped envelope to:

“Carbon Cap Video Competition”
Attn: Environmental Defense Action Fund
1875 Connecticut Avenue, NW Suite 600
Washington, DC 20009

All requests must be received by December 31, 2008. Please note on the front left-hand corner of the outer envelope whether you are requesting “Rules” or the names of the “Winners.” Vermont residents may omit return postage if requesting a set of Official Rules.