

A POWERFUL NOISE Live “Buy 10 Get One Free” Challenge: OFFICIAL RULES

Void outside the 50 United States and where prohibited. You must be a legal resident of, and located within, one of the 50 United States, age 12 and older at the time of registration. Entrants under 21 years of age must have the consent of a parent or legal guardian before entering. All federal, state, and local laws and regulations apply. See additional eligibility requirements below. Cooperative for Assistance and Relief Everywhere, Inc. (“CARE”) is sponsoring the A POWERFUL NOISE Live “Buy 10 Get One Free” Challenge (the “Challenge”).

1. **ENTRY.** To Enter: When people get 10 or more of their friends to buy tickets to A POWERFUL NOISE *Live*, CARE will give them one event ticket to a participating theatre of their choice for free. (“Participating theatres” is defined by those theatres showing A POWERFUL NOISE *Live* on March 5th. A complete list of participating theatres can be found on www.FathomEvents.com.) After getting 10 people to buy tickets, the person will send one email with 10 ticket confirmation numbers to comments@apowerfulnoise.org by February 25, noting their mailing address and theatre preference, and CARE will send them one ticket in the mail. (In cases where a person receives one confirmation number for multiple ticket purchases, they should note this in their email to comments@apowerfulnoise.org to receive a free ticket.) The Challenge runs from Feb. 13 to Feb. 25, 2009 (the “Challenge Period”), during which all entries must be received. CARE assumes no liability for lost, late, misdirected, damaged, incomplete, incorrect, altered, illegible, or postage-due entries nor does it assume responsibility for entries (or donations) it is unable to process for any reason, including hardware, software or other technical failures. Entries, including all information contained therein, and funds will not be returned. All entries and all funds become the property of CARE. Limit one free ticket per person while supplies last. There is no cost to register; entrants themselves need not buy tickets.

In addition, depending on the entrant’s home address, you may be eligible to participate in the National Conference Challenge. Email ahandler@care.org for details.

2. **WINNER SELECTION AND PRIZING:** On Feb. 26, CARE will announce winning entrants and distribute prizes to those people who get 10 friends to buy A POWERFUL NOISE *Live* tickets. Winners will be notified by email. The prizes will be awarded as follows:
 - One free A POWERFUL NOISE *Live* ticket to a participating theatre of their choice. Approximate retail value (“ARV”) is Fifteen dollars (\$15)

Prizes may constitute taxable income to winners. Consult your tax advisor. Tickets will be mailed via US Postal Service on Friday, Feb 27. No entrant shall receive more than one prize.

3. **ALL PRIZES:** Odds of winning depend on the total number of qualifying entries received. CARE reserves the right to delay, cancel, or otherwise revise any prize, including a prize or for any reason in its sole discretion. CARE reserves the right to substitute a prize or form of acknowledgement of equal or greater value in the event a prize is cancelled, delayed or otherwise revised as described above. CARE will determine all elements of each prize in its sole discretion. No prize may be assigned, transferred, changed or redeemed for cash, except at CARE’s sole discretion any portion of the prize not used will be forfeited. The prizes are awarded “as is” with no warranty or guarantee express or implied. CARE disclaims all and any liability for the actual provision, quality or nature of any third party product or service accepted by the winning entrants or any injuries, illness, travel delays, losses, or damages of any kind resulting from any third party product or service accepted by the entrants.
4. **PARTICIPATION IN THE CHALLENGE.** CARE reserves the right in its sole discretion to disqualify any person who it deems to have tampered with the entry process or the operation of the Challenge, the Challenge Site or otherwise to have violated these Official Rules. CARE

further reserves the right, in its sole discretion, to cancel, terminate or modify this Challenge if its administration, security, integrity or proper play is compromised or it is otherwise not capable of completion as planned, including as a result of infection by computer virus, bug, worm, technical corruption, unauthorized human intervention, a major humanitarian emergency or acts or events outside CARE's reasonable control (force majeure). The use of automated entry devices or any other conduct that impedes the integrity of the Challenge is prohibited.

5. **PRIVACY; PERMISSIONS.** By entering and providing the required entry information, you acknowledge that CARE may send you information about CARE and its work or contact you for future donations, by fax, telephone, mail, email or other means, unless you shall otherwise requests in writing Information collected from entrants is subject to CARE' privacy policies located at www.care.org. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CHALLENGE. Except where prohibited by law: (i) entry constitutes permission to use the individual's name, hometown, voice, likeness, photograph, amount of funds donated, if applicable, and any statements regarding the Challenge for CARE editorial, public relations, and promotional purposes without compensation, including, but not limited to, use on CARE web sites and the Challenge Web Site; (ii) entry constitutes a representation that the entrant is either over 12 years of age or has received parental or legal guardian permission to enter the Challenge; (iii) entry constitutes permission for CARE to contact entrant for any purpose relating to the administration of the Challenge, entries or donations; and (iv) entrants release CARE, CARE International members or affiliates, and their agents and employees from any liability relating to participation in CARE events and/or the Challenge, including without limitation any liability for acceptance, possession, use, or misuse of any prize.
6. **DISPUTE RESOLUTION.** Except where prohibited, by entering the Challenge, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and CARE and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Georgia without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Challenge, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Georgia and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Challenge, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Challenge, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Challenge but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
7. **ADDITIONAL REQUIREMENTS.** Challenge entrants agree to be bound by these Official Rules, and understand and acknowledge that CARE is not liable for losses or damages of any kind arising from participation in [company] events or this Challenge, including any losses, damages, or taxes that may arise from prizes awarded hereunder. Decisions of CARE are final and binding in all respects.