



"I GOT GAME" CONTEST 2009

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

CONTEST PERIOD/ENTRY DEADLINE: The "I Got Game" Contest ("Contest") begins at 12:01 a.m. Eastern Time ("ET") on July 1, 2009 and ends at 11:59 p.m. ET on September 8, 2009 ("Contest Period"). You are responsible for determining the corresponding time zone in your respective locations.

ELIGIBILITY: The Contest is open to individuals worldwide who have agreed to these Rules ("Participants"). Standard internet rates apply. The Contest is not open to residents of Cuba, Iran, Syria, North Korea, Sudan, Myanmar (Burma), or to other individuals restricted by U.S. export controls and sanctions, and is void in any other nation, state, or province where prohibited or restricted by U.S. or local law. Employees of MTV Networks, AddictingGames (collectively the "Sponsors") and all of its respective affiliated, parent, and subsidiary companies, and the advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively the "Released Parties") and members of their immediate families (parents, children, siblings, spouses, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Contest. Eligible minors must have their parents' or legal guardians' permission to enter this Contest.

HOW TO ENTER: Print out and complete an Official Entry Form available at www.nick.com/naf during the Contest Period. On a separate piece of 8 ½ "X 11" piece of paper, draw an game character that is original to this contest and provide us with a short story or description (200 words or less) about the character. Official Entry Form, your character and the brief description shall be considered the "Entry". Entries submitted must not be a pre-existing character and whether they win the Contest are not guaranteed to become on-air or online programs. Each Entry must include your name, your complete address (street address, city, state and ZIP code), your day and evening phone numbers and your date of birth. Your story must be 200 words or less and must include word count (including I, a, etc.). If your story exceeds 200 words, your entry will be disqualified. Mail the Entry in a postage paid envelope to:

"I Got Game" Contest 2009
225 Bush Street Suite 1200
San Francisco, CA 94104

Entries must be postmarked by no later than September 8, 2009 and received at the above address no later than September 11, 2009. Entries that are postmarked after such date, or which are received in any manner other than described above, are not eligible and will be disqualified. All Entries become the property of Sponsors.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Entry into the Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with either Sponsors or any participating entity.

You (and, if an eligible minor, his/her parent or legal guardian) acknowledge that you have submitted your Entry voluntarily and not in confidence or in trust. You (and, if an eligible minor, his/her parent or legal guardian) acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsors or any other participating entity and that no such relationship is established by your submission of an Entry under these Rules.

GENERAL REQUIREMENTS FOR ENTRIES:

- A. Each Participant (and, if an eligible minor, his/her parent or legal guardian) agrees, warrants and represents that the original character is original to this contest and our use of the imaginary character and/or story submitted in this Contest will not violate the rights of any third parties.
- B. Entries must be in keeping with Sponsors' positive image, as determined by Sponsors in their sole discretion. Any character and/or story containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by the Sponsors) will not be accepted and the associated Entry will be disqualified.
- C. Entries must not include reference to products, copyrighted language or trademarks.
- D. Enter as often as you wish, but each entry must be a different design and mailed separately. Only complete Entries will be accepted. If an Entry is incomplete or does not comply with the specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, then the submission may be disqualified at Sponsors' sole discretion. Sponsors will not verify or acknowledge receipt of Entries. You should retain a copy of all materials submitted for the Contest.
- E. All elements contained within an Entry and other materials submitted by Participant (the "Materials"), together with the results and proceeds of Participant's services, in connection herewith are specially commissioned by Sponsors as a work made for hire. Accordingly, Sponsors shall be considered the author and owner of all right, title and interest in and to the character and any other material submitted by Participant, including but not limited to all copyrights in the character(s) and/or material (and all renewals and extensions thereof), with the right to use and change the character(s) and/or material in any manner that Sponsors may determine. If the character or any of the material is determined not to be a work made for hire, Participant hereby assigns to Sponsors in perpetuity all right, title and interest in and to the character and material, including but not limited to all copyrights in the character and material (and all renewals and extensions thereof). Without limitation, Sponsors may exploit the character and/or material in any and all media, now known or hereafter devised, throughout the world, in perpetuity without any further obligation to Participant. Sponsor's rights in the character and/or material may be freely assigned and licensed and any such assignment or license shall be binding upon Participant and shall inure to the benefit of such assignee or licensee. Participant has no right to assign any or all of Participant's obligations hereunder without Sponsor's prior written consent and any such assignment shall automatically be deemed null and void. Participant warrants that the Entry is original with Participant or is fully cleared by Participant, and that neither the character or material nor Sponsor's use of the character or material as contemplated herein will infringe or violate any rights of any person or entity, nor shall Sponsors be required to pay or incur any sums to any person or entity as a result of Sponsor's ownership, acquisition, use or exploitation of the character and/or material.
- F. By submitting an Entry, Participant (and, if an eligible minor, his/her parent or legal guardian) hereby grants permission for the Entry to be posted one or more of the Sponsor's websites for viewing by the public. Participant (and, if an eligible minor, his/her parent or legal guardian) agrees that Released Parties (as defined above) are not responsible for any unauthorized use of Entries by third parties. There is no guarantee of the posting of any Entry. Participants (and, if eligible minors, their parents or legal guardian) agrees that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsors in each instance.

SELECTION OF THE POTENTIAL GRAND PRIZE WINNER: All eligible Entries will be judged by a panel of judges (as selected by Sponsors) on or about September 25, 2009. Eligible Entries will be scored from 1 to 5 (5 being the highest score) based on the following criteria: 1) originality of the Entry; 2) character design 3) creativity. Based on the judging criteria listed above the Entry with the highest score from the pool of eligible Entries received in accordance with the provisions of these Official Rules will be deemed the potential Grand Prize Winner. Provided that the potential winner is otherwise in compliance with these Official Rules and has fulfilled the conditions set out in these Official Rules, such potential winner will then receive the Grand Prize as described below subject to verification and

qualification. In the event of a tie in any category, a “tie-breaking” judge selected by Sponsors will determine the Grand Prize winner based on the aforementioned judging criteria. Sponsors reserve the right to not award the Grand Prize if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries.

NOTIFICATION: The potential Prize winner will be notified by telephone within two (2) to four (4) days of judging. No messages will be left on answering machines or voicemail. If a potential Prize winner cannot be reached within two (2) days from the first notification attempt, such person may be disqualified at Sponsors’ discretion.

PRIZES: Grand Prize (1): Grand Prize Winner will receive the opportunity to have their game character idea created into a free online game.

Prize has no retail value. Prize value is promotional. Prize is non transferable and can not be redeemed for cash. Substitution of the prize by winner is prohibited. Sponsors reserve the right in their sole discretion to substitute the prize with a prize of comparable value.

If the winner resides in the State of California, such winner (and, if an eligible minor, hi/her parent or legal guardian) agrees to waive any and all right that they or any party claiming by, through or for them have, have had, may now have or hereafter will have under the provision of Section 1542 of the civil Code of the State of California and any similar provision in any other jurisdiction. Section 1542 provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor.”

RELEASES / TAXES: Before a potential Grand Prize winner will be deemed the Official Grand Prize Winner, he/she (and, if an eligible minor, his/her parent or legal guardian) will be required to execute an Affidavit of Eligibility, Assignment of Rights and a Publicity/Liability Release (except where prohibited) (“Affidavit/Release”) and any other legal documents that Sponsors may require. The Affidavit/Release and other documents must be returned by the date noted on the form. If such documents are not returned within that time, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner will be disqualified. If the prize notification is returned as undeliverable, such potential winner will be subject to disqualification. In the event the potential winner is disqualified for any reason under the provisions of these Official Rules, then the Participant with the next highest score will be awarded the prize. All federal, state or other tax liabilities (including income taxes) arising from the Prize awarded in this Contest will be solely the responsibility of the Official Winner.

USE / OWNERSHIP: All Entries submitted or that may be submitted shall become the property of Sponsors (whether the Participant is disqualified or not) and will not be returned. The “Terms and Conditions of Use” and the “Privacy Policy” found on nicktoonsnetwork.com are applicable in all respects to this Contest, Participant (and, if an eligible minor, his/her parent or legal guardian) and to the submission of all Entries, including all stories and characters and personal information which may be submitted. Except to the extent prohibited by United States law, by participating in the Contest, Participant (and, if an eligible minor, his/her parent or legal guardian) agrees that: i) Sponsors shall own the Entry which is deemed the winner of the Grand Prize (including the characters and story) submitted by the Participant (including all rights embodied therein), ii) Participant shall have no right to review or approve edits, alterations or modifications, and the Participant (and, if an eligible minor, his/her parent or legal guardian) waives the benefit of any provision of law known as “word rights”, and that iii) Sponsors and their designees may use, copy, publish, and publicly display all elements of such Entry (including but not limited to the Participant’s name, address [city and state], biographical information, statements, voice, photograph and other likeness) in whole or in part, in any and all media either now known or not currently known, in perpetuity throughout the universe for all purposes (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Sponsors’ products, and for use in connection with displays of quotes from the Participant’s characters and story of the Participant), without notification and without compensation of any kind to Participant or any third party. The Sponsors reserve all rights, including without limitation, the right to reproduce, alter, amend, edit, publish, modify, crop and use each Entry in connection with commercials, advertisements and promotions related to the Sponsors, the sales of Sponsors’ products, the Contest and any other contests sponsored by Sponsors, in any and all media, now or hereafter known, including but not limited to, all forms of television distribution, theatrical

advertisements, radio, the Internet, newspapers, magazines and billboards. Participants (and, if an eligible minor, his/her parent or legal guardian) recognize that other persons, including but not limited to Sponsors' employees may have submitted to us or to others or made public, or may hereafter originate and submit or make public, similar or identical material which we shall have the right to use, and Participant (and, if an eligible minor, his/her parent or legal guardian) understands that Participant will not be entitled to any compensation because of our use of such other similar or identical material.

CONTEST CONDITIONS: This Contest is subject solely to the applicable federal, state and local laws of the United States. By participating, Participants (and, if an eligible minor, his/her parent or legal guardian) agree that only the laws of the United States shall be applicable to this Contest and their participation in this Contest. By participating, each Participant (and, if an eligible minor, his/her parent or legal guardian) agrees: (i) to be bound by these Official Rules and the decisions of the Sponsors which are binding and final in all matters relating to this Contest, and to waive any right to claim ambiguity in this Contest or these Official Rules, and (ii) to release, discharge, indemnify and hold harmless the Released Parties, from and against any and all claims, damages or liabilities due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, including any claims relating to use, misappropriation or disclosure of the Entry as described herein. All decisions of the judges and Sponsors are final in all matters relating to this Contest. These Official Rules may be modified from time to time by Sponsors in their sole discretion.

LIMITATIONS OF LIABILITY: Released Parties are not responsible for system errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences and/or from any hardware or software failures of any kind, lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed, incomplete or jumbled, scrambled, delayed or garbled or misdirected computer or telephone transmission, or system errors and failures, or faulty transmissions, or as a result of any other problems or technical malfunctions or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the announcement of the prizes, the incorrect uploading of any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsors may prohibit a Participant from entering the Contest or winning a prize if, in their sole discretion, they determine that said Participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other Participants or Sponsors' representatives. If for any reason the Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest and, if terminated, award the prizes from those eligible Entries received up to the cancellation/suspension date as Sponsors determine in their sole discretion. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

RULES / WINNER INFORMATION: To receive an additional copy of these Official Rules or the winner's name (available only after winner is confirmed), send a self-addressed, stamped envelope by September 30, 2009, to: "I Got Game Contest" 1515 Broadway, 38th Floor, New York, NY 10036. Please specify "Rules" or "Winner's Name." You may also view the Official Rules at www.nick.com/naf. VT residents may omit return postage on rules requests.

SPONSORS: MTV Networks, 1515 Broadway, New York, NY 10036