

## Puzzllotto™ Prize — Official Contest Rules — October 20, 2008

PURCHASE/PAYMENT REQUIRED.

CONTEST IS OFFERED ONLY IN THE UNITED STATES (EXCEPT FOR MARYLAND, NORTH DAKOTA AND VERMONT). VOID IN MARYLAND, NORTH DAKOTA, VERMONT AND WHERE PROHIBITED BY LAW.

Sponsored by United Lemur, Inc., 870 E. El Camino Real, #21, Mountain View, CA 94040 (“Sponsor”).

1. Eligibility. The Puzzllotto™ Contest (“Contest”) is offered only to legal residents of the United States (excluding Maryland, North Dakota and Vermont) or District of Columbia and who are at least 18 years old as of October 22, 2008. Employees, officers and directors of Sponsor, Vertical Marketing Network LLC, Apple Inc.\*\*, their respective parent, affiliated and subsidiary companies, advertising and promotion agencies, and persons engaged in the development and/or implementation of the Contest or the development, production, distribution, advertising/marketing or sale of the Puzzllotto™ Game (also referred to herein as “Game”), and members of the immediate family (parents, siblings, children and spouse, wherever they reside) or same household members (whether or not related) of such employees, officers and directors are NOT eligible.
2. Contest Period. Contest starts October 22, 2008 at 12:00:01 p.m. Pacific Time (PT), after release of the Puzzllotto™ Game for sale to consumers in the United States, and ends November 21, 2008 at 12:00:00 p.m. (noon) PT, provided that someone has not been initially verified by Vertical Marketing Network LLC (the independent judging organization; the “Judges”) as the prize winner prior to such date/time (see §5 below). A Day of the Contest Period begins at 12:00:01 p.m. PT and ends at 12:00:00 p.m. (noon) PT. Sponsor’s computers will serve as the official clock for all purposes of this Contest.
3. Contest Participation.
  - (a) **Purchase the Puzzllotto™ Game.** Puzzllotto™ is available for purchase online at the Apple® App Store\*\*. Puzzllotto™ may only be played on the iPhone™ or iPod® Touch devices.\*\* If you don’t have either device, you cannot play the Game or participate in the Contest.
  - (b) **Play Puzzllotto™.** Puzzllotto™ is an interactive logic-based game which is set in the jungles of Madagascar. The rules, fundamentals of Game play, Game format and overall objective of the Game have been intentionally omitted by Sponsor (i.e., the developer of the Game). **The Game does not tell you how to play or how to win: the challenge of the Game is for the player to figure these things out for him/herself.** In order to solve the Game puzzle, the player must deduce and determine the Game’s

format and what is required of him/her to successfully advance through all levels of the Game notwithstanding the presence of certain obstacles. Puzzllo™ may be played as long as the device used for Game play (i.e., iPhone™ or iPod® Touch\*\*) is active for the Game. But, once the Game ceases to be active on the device regardless whether the device is used for another, different application (e.g., an incoming telephone call on iPhone™; watching a movie on iPod® Touch\*\*) or has been shut off or is being recharged, the Game will automatically end and will be reset to the start screen; and, in such event, all previous Game play will be lost. Partial Game plays cannot be stored or saved by the player. **The first player to solve the Game puzzle by successfully advancing through all Game levels and to thereafter communicate that he/she has done so (by following the procedure set forth in the Game, such procedure being made a part of these Official Rules and incorporated herein by reference) wins the prize subject to verification by Judges (see §5 below). The solution to the Game puzzle has been pre-determined by Sponsor as developer of the Game. Prior to the start of the Contest Period, Sponsor has securely transmitted the solution to Judges who, in turn, have secured the solution and have agreed to keep the solution strictly confidential. Such solution, without alteration, amendment or modification of any kind, shall constitute the sole accepted solution to the Game puzzle for purposes of this Contest.**

**(c) Deadline. Communication from a player (also referred to herein as “participant”) that he/she has solved the Game puzzle must be received and recorded by Sponsor’s computers by November 21, 2008 at 12:00:00 p.m. (noon) PT. Communications will NOT be accepted after such date/time. After receipt by Sponsor’s computers, such communication will be forwarded via secure transmission to Judges’ computers. The time when a communication is received and recorded by Sponsor’s computers (as independently verified by Judges) will determine the value of the cash component (if any) of the prize; see §4 below.** If more than one participant communicates that he/she solved the Game puzzle, Sponsor’s computers will rank such participants based on when they communicated having solved the Game puzzle (as received and recorded by Sponsor’s computers); such ranking also being independently verified by the Judges. Participants agree that such ranking, as executed by Sponsor’s computers as well as Sponsor’s calculation of the cash component (if any) of the prize, shall be final and binding in all respects. Communication must be effected by the participant who claims to have solved the Game puzzle; use of proxies or surrogates to effect such communication is prohibited and will result in such communication being discounted (even should it contain the solution to the Game puzzle) with the participant claiming to have solved the Game puzzle (and such proxy/surrogate) being disqualified with forfeiture of any right to the prize without compensation of any kind. Communication must include

participant's name, mailing address, daytime telephone number, date of birth, device used to play Game and participate in Contest (i.e., iPhone™ or iPod® Touch\*\*); if any of this information is incomplete or incomprehensible, as determined by Sponsor and/or Judges in the sole discretion of either party, such communication will be discounted (even should it contain the solution to the Game puzzle), with the participant claiming to have solved the Game puzzle being disqualified with forfeiture of any right to the prize without compensation of any kind. Should a participant be disqualified (after communicating his/her claim to have solved the Game puzzle), Judges will proceed to the participant who communicated that he/she solved the Game puzzle next fastest as per Sponsor's ranking provided that such communication was received and recorded by Sponsor's computers by November 21, 2008 at 12:00:00 p.m. (noon) PT.

4. Prize. The prize depends on **when** an eligible participant has been initially verified as solving the Game puzzle as per §5 below. The longer it takes for Sponsor to receive a communication with a participant's claim that he/she has solved the Game puzzle and for such participant to be initially verified by Judges as solving the Game puzzle (i.e., completion of Phase 1 of the verification procedure), the greater the value of the prize. The prize on Day 1 of the Contest Period is a trophy (approximate retail value of \$8). Each Day of the Contest Period thereafter that an eligible participant has not been initially verified as solving the Game puzzle, a cash prize of \$1,000 will be added to the prize of a trophy, up to a maximum of \$30,000 on the last day (Day 31) of the Contest Period. For example, if an eligible participant has not previously been initially verified as solving the Game puzzle, the prize on Day 6 of the Contest Period will consist of the trophy and \$5,000. **IN NO EVENT WILL MORE THAN ONE PRIZE (TROPHY AND UP TO A MAXIMUM OF \$30,000) BE AWARDED TO ONE PRIZE WINNER.** No prize transfer. No prize substitution. All taxes on prize are the sole responsibility of winner. Sponsor or its agent will report winner's receipt of prize to the appropriate governmental authorities and winner will receive a 1099 IRS Tax Form reflecting his/her winning of the prize and the fair market value of the prize (unless prize is solely a trophy; i.e., eligible participant has been initially verified as solving the Game puzzle on Day 1 of the Contest Period). **IF AN ELIGIBLE PARTICIPANT HAS NOT COMMUNICATED THAT HE/SHE HAS SOLVED THE GAME PUZZLE (SUBJECT TO VERIFICATION BY JUDGES), AS RECEIVED AND RECORDED BY SPONSOR'S COMPUTERS, BY NOVEMBER 21, 2008 AT 12:00:00 P.M. (NOON) PT, NO PARTICIPANT WILL WIN THE PRIZE AND THE MAXIMUM CASH COMPONENT OF THE PRIZE (\$30,000) WILL INSTEAD BE AWARDED BY SPONSOR TO A CHARITY OF SPONSOR'S SOLE CHOOSING.**
5. Verification Procedure.

(a) Phase I. Judges will confirm that the participant who first claimed to have solved the Game puzzle (as received and recorded by Sponsor's computers and forwarded to Judges' computers) has in fact done so. By participating, you agree to fully cooperate with Judges and to promptly furnish to Judges any information or materials (e.g., proof of purchase of Puzzllotto™) upon Judges' request and to truthfully and fully respond to any questions of Judges (and/or Sponsor, if appropriate) regarding your Game play and participation in the Contest. Any materials submitted by participant to Judges for purposes of Phase I of the verification procedure become the property of Judges (and/or Sponsor) and will not be returned. Failure to fully cooperate in Phase I as determined by Judges in their sole discretion will result in disqualification and forfeiture of any right to the prize without compensation of any kind. If, in Phase I, Judges confirm that the participant has indeed solved the Puzzllotto™ Game, Judges will notify Sponsor to such effect and proceed to Phase II of the verification procedure (see §5b, below): Phases I & II of the verification procedure must be successfully completed before the prize will be awarded. Once Sponsor has been notified by Judges that Phase I has been satisfied, Sponsor will also post a notice of same on <http://twitter.com/unitedlemur> as well as <http://unitedlemur.org> and <http://puzzllotto.com> (collectively, "Websites") and the Contest will end as of the time of such posting (subject to possible re-commencement as per §5b, below) and no additional communications as to solving the Game puzzle will be accepted. If Phase I is NOT satisfied (i.e., Judges do NOT confirm in Phase I that the participant has solved the Game puzzle as claimed), the participant in question will be disqualified with forfeiture of any right to the prize without compensation of any kind. Further, if Judges and/or Sponsor, in the sole discretion of either party, suspect that such participant endeavored to defraud Judges and/or Sponsor, tamper with the Game or Contest or otherwise violate the rights of Sponsor and/or Judges, Sponsor and/or Judges may take other actions deemed necessary and appropriate in the sole discretion of either party so as to protect their respective rights. If Phase I is NOT satisfied, Judges will re-commence Phase I for the participant (if any) who communicated that he/she solved the Game puzzle next fastest after the first (disqualified) person claiming to have done so as per Sponsor's ranking (see §3C, above) provided that such communication was received and recorded by Sponsor's computers by November 21, 2008 at 12:00:00 p.m. (noon) PT. If applicable, Phase I will repeat for the participant ranked below the disqualified person in Sponsor's ranking.

(b) Phase II. If, in Phase I, Judges confirm that the participant has indeed solved the Game puzzle, such participant is the potential prize winner and will be notified by phone, mail and/or e-mail within (1) business day following conclusion of Phase I. Potential winner will then be required to complete, sign and return an affidavit of eligibility, a liability release and a publicity release (where lawful) within (3) days of date of prize

notification. Failure to comply with this requirement or if prize notification materials are returned as undeliverable (or potential prize winner otherwise cannot be contacted for any reason) will result in disqualification and forfeiture of any right to prize without compensation of any kind. If, in Phase II, Judges confirm the participant's eligibility and full compliance with these Official Rules, such person will be declared the prize winner and Sponsor shall award the prize to such person. Cash component of the prize (if any) will be awarded in the form of a check made payable to winner; prize (trophy and check, if applicable) will be delivered to winner 4 – 6 weeks after Judges' verification of participant's eligibility and full compliance with the Official Rules as per Phase II. If, in Phase II, Judges do NOT confirm that the participant is eligible and in full compliance with these Official Rules, the participant in question will be disqualified with forfeiture of any right to the prize without compensation of any kind. Judges will then notify Sponsor to such effect and re-commence Phase I for the participant (if any) who communicated that he/she solved the Game puzzle next fastest after the first (disqualified) person claiming to have done so as per Sponsor's ranking (see § 3C, above) provided that such communication was received and recorded by Sponsor's computers by November 21, 2008 at 12:00:00 p.m. (noon) PT. If applicable, Phase I will repeat for the participant ranked below the disqualified person in Sponsor's ranking. Once Sponsor has been notified by Judges that Phase II has NOT been satisfied, the Contest will re-commence, with Sponsor posting a notice of same on Websites and Sponsor will accept communications as to solving the Game puzzle from time of such posting until November 21, 2008 at 12:00:00 p.m. (noon) PT.

6. Conditions of Participation.

**(a) Agreement to Official Rules/Releases. When purchasing the Puzzlотно™ Game, participant agrees that, should he/she choose to participate in the Contest, he/she will (i) abide by and be bound by these Official Rules and the decisions of Sponsor and Judges, which are final and binding in all respects; (ii) release, indemnify and hold harmless Sponsor, Judges, their respective parent companies, affiliates, subsidiaries, agencies and the directors, officers, agents, shareholders, representatives and employees of any of the above entities, from any and all liability associated with playing the Game, participating in the Contest and the determination, receipt, acceptance, possession or use/misuse of the prize (if any); (iii) if applicable, if the prize winner, to grant Sponsor and its designees the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, winner's name, photograph, likeness, voice, image, sobriquet, address (city/state), biographical information, and other indicia of persona for advertising, trade and**

**promotional purposes without additional compensation, and without review, approval or further notice. Further, by accepting prize, winner agrees without additional compensation to participate, at time of Sponsor's sole choosing, in interviews and/or other publicity activities which may include filming and/or audio recording and/or electronic recording, as may be determined by Sponsor from time to time in its sole discretion; and, winner further understands and agrees that the content of such interviews/publicity activities shall be the sole property of Sponsor, to the extent permitted by law, and agrees, upon Sponsor's request, without further compensation to complete and sign any and all documents deemed necessary by Sponsor so as to record, perfect or effect Sponsor's ownership rights in said content.**

(b) Limitations of Liability. Sponsor and Judges disclaim any and all responsibility or liability for: (i) lost, late, incomplete, damaged, misdirected or illegible communications and inability to capture communications (and information included in such communications) from those claiming to have solved the Game puzzle (submission/transmission of communication of having solved the Game puzzle being the sole responsibility of the participant sending such communication); or (ii) any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention which in any way affects the operation of the Contest (including but not limited to any defect of Sponsor's computers, Judges' computers, or Judges' independent verification protocols/mechanisms); or (iii) any inaccurate or incomplete information regarding Game play or the Contest, whether caused by tampering, hacking, equipment or other cause; or (iv) any injury or damage to participant's or any other person's cellular phone or mobile device (or information/data stored thereon) related to or resulting from playing the Game and/or participating in the Contest. If, for any reason, in Sponsor's sole opinion, the Contest cannot be offered as originally planned such that the Contest may be corrupted or adversely affected in any manner (such as, by way of example only, computer virus, bug or unauthorized intervention), Sponsor reserves the right in its sole discretion to terminate, suspend or modify the Contest and make the prize available to be won (as well as the value of cash component [if any] of such prize) in a manner determined by Sponsor in its sole discretion to be fair, appropriate and in accordance with the spirit of these Official Rules. Notice of such action by Sponsor will be posted on Websites. In the event of dispute, the owner of the device used to play Game (i.e., iPhone™ or iPod® Touch\*\*), as determined by Sponsor and/or Judges based on information/materials submitted by interested persons in response to Sponsor's/Judges' request, will be deemed to be the participant;

Sponsor's/Judges' determination in this regard is final and binding in all respects.

**(c) PLAY OF PUZZLOTTO™ GAME IS SUBJECT TO TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT, WHICH ARE MADE A PART OF THESE OFFICIAL RULES AND INCORPORATED HEREIN BY REFERENCE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ANY ATTEMPT TO DECIPHER, DECOMPILE, DISASSEMBLE OR REVERSE ENGINEER ANY OF THE SOFTWARE COMPRISING THE PUZZLOTTO™ GAME OR OTHERWISE TAMPER WITH THE GAME AND/OR THE CONTEST IS PROHIBITED. PERSONS WHO SPONSOR AND/OR JUDGES DETERMINE, IN THE SOLE DISCRETION OF EITHER PARTY, TO BE INVOLVED IN SUCH ACTIVITIES WILL BE DISQUALIFIED AND SPONSOR AND/OR JUDGES RESERVE THE RIGHT TO TAKE ANY AND ALL OTHER ACTIONS DEEMED NECESSARY AND APPROPRIATE, IN THE SOLE DISCRETION OF EITHER PARTY, TO PROTECT THEIR RIGHTS.**

7. Dispute Resolution/Governing Law/Waiver of Jury Trial.

To the fullest extent permitted by law, by participating in the Contest, participant agrees that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any participant and/or Sponsor and/or Judges shall be filed exclusively in the courts of Contra Costa County, State of California and participant hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action (and waives any right of change of venue, *forum non conveniens* or like right), AND ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED. (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any participant and/or Sponsor and/or Judges shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to the retail price of the Puzzllo™ Game (\$4.99) and expressly exclude attorneys' fees; and (d) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and/or Sponsor and/or Judges shall be governed by and construed in accordance with the laws of the State of California without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of California or of any other jurisdiction.

8. Winner's List. For name of winner (if any), send a self-addressed stamped business size (#10) envelope to PUZZLLOTTO™ WINNER, P.O. Box 3178, Tustin, CA 92781-3178 to be received by December 15, 2008.

*\*\*Apple Inc. has not sponsored, endorsed or otherwise authorized this Contest, the Puzzlotto™ Game, United Lemur, Inc. or any of its products. iPhone™ and iPod® Touch are used herein solely to identify devices on which the Puzzlotto™ Game may be played; Apple® is used herein solely in conjunction with identifying where Puzzlotto™ Game may be purchased (i.e., Apple® App Store).*