

Clean Earth Challenge

OFFICIAL RULES

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

Green is Easygoing.

ESSAY PROMPT: Think of an easy way for your community to be greener. It can be a program, an invention, or just a change of routine that will make environmental friendliness easier for your neighborhood, town, city or school. Keep it simple or think big, but be sure your great idea has the potential to be implemented.

1. HOW TO ENTER: The Clean Earth Challenge (“Contest”) begins on April 15, 2008, and ends on May 15, 2008, at 5 p.m. Pacific Standard Time (“Promotion Period”). To enter the Contest, drop off or mail your essay of 750 words or less with a completed parental consent form to: *I Love a Clean San Diego Attn: Clean Earth Challenge 4891 Pacific Highway, Suite 115, San Diego, CA 92110*. Entries must be received by May 15, 2008 at 5 p.m. Limit one (1) entry per student. Entry materials will not be returned. Please retain a copy for your records. Unfortunately, due to the volume of entries, it is impossible to give individual critiques to entrants.

2. ELIGIBILITY: Entrants must be legal residents of California who are currently enrolled in good standing at one of the following schools: Bonita Vista High School, Chula Vista Senior High, Valhalla High School, Patrick Henry High School, Madison High School, Poway High School, Escondido High School and Carlsbad High School (“Participating Schools”). Parental consent forms must accompany any entry submission by an entrant under the age of 19. To ensure fair consideration, entries that do not include all the required information and/or do not adhere to the rules will be disqualified. All finalists must appear at the grand prize panel on June 3, 2008. Any

failure to attend the grand prize panel will cause disqualification of the finalist's submission for the grand prize.

Void outside California and where prohibited by law. All federal, state and local laws, regulations, and ordinances apply. Employees, officers, and directors of Sponsors or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsors' decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsors reserve the right to verify the eligibility of winners.

3. JUDGING AND SELECTION OF WINNERS: On or about May 16, 2008, eligible essays will be judged by a panel of judges selected by Sponsors in Sponsors' sole discretion based on the following criteria: reality of implementation, creativity, clarity, thoroughness, and basic spelling and grammar. First round winners will be announced on May 23, 2008. One finalist will be selected June 3, 2008.

Judges' decisions are final and binding on all matters relating to this Contest. In the event of a tie or forfeiture after verification, such entries will be re-judged by the Finalist Panel using the same criteria.

The parents of potential winners and potential winners (collectively "potential winners") will be notified by phone. If potential winners cannot be contacted for any reason within seven (7) days after the first attempt to contact him/her, that potential winner will be deemed to have forfeited the prize, and Sponsors will select an alternate potential winner in his/her place based on the selection by the Finalist Panel. **Limit** one (1) prize per person

per household. Entrants will not receive any compensation or credit for use of essays by Sponsors. Except where legally prohibited, potential winners will be required to sign, notarize, and return an Affidavit of Eligibility and Liability/Publicity release form within three (3) days of prize notification or potential winner will be disqualified and prize may be awarded to an alternate winner. In the event that a potential winner is disqualified for any reason, Sponsors will award the applicable prize to an alternate winner based on the decision made by the Finalist Panel.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Winning a prize is contingent upon fulfilling all requirements set forth herein. Winning a prize is contingent upon intellectual property approval (including, but not limited to a search that clears the essay submission) and marketing approval by Sponsors. Such approval shall be granted or denied in Sponsors' sole discretion. Sponsors reserve the right to not award prizes if, in their sole discretion, it does not receive a sufficient number of eligible and qualified entries. Non-winning entrants will not be notified.

4. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"): One finalist from each of the eight (8) Participating Schools will receive \$250 before presenting to a panel of judges for the chance to win the grand prize. Finalists must appear at the grand prize panel or their submissions will not be considered for the grand prize. The grand prize winner will receive \$2,000 and the grand prize winner's school will receive \$4,000. Prizes are subject to verification of the winner.

Prize Restrictions: Each winning entry must have applicable parental consent form on file. Cash portion of prize will be awarded as a check made payable to the winner, in the care of the winner's parents. Prizes are not transferable and no substitution will be made except as provided at Sponsors' sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the Contest Prizes

depend on the number of eligible entries received during the Promotion Period. Sponsors will not replace any lost or stolen prizes.

5. ESSAY DETAILS: Essays must be written in English and must be true. Sponsors reserve the right to verify the accuracy of essays. Essays must be an original creation, may not have been published or previously won any other contest award, may not infringe third party rights (including, without limitation, trademark, copyright, and/or any other intellectual property rights), and must be suitable for publication as determined at the sole discretion of Sponsors. Essay may not defame any individual or violate the right of publicity or privacy of any person, living or dead. Entries not complying with all rules are subject to disqualification in Sponsors' sole discretion. No correspondence regarding entries will be entered into with entrants.

6. PUBLICITY/OWNERSHIP AND USE OF ENTRY: EXCEPT WHERE PROHIBITED BY LAW, POTENTIAL WINNERS GRANT TO SPONSORS (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSORS), THEIR SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION 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, THE NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION OF THE WINNERS AND GRAND PRIZE WINNER. SPONSORS MAY USE THESE RIGHTS FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF NAMES ON TELEVISION OR RADIO BROADCAST OR ON SPONSORS' WEB SITE) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. FOR CHILDREN UNDER THIRTEEN (13), SUCH CONSENT WILL ONLY BE TO THE EXTENT ALLOWED BY CHILDREN'S ONLINE PRIVACY PROTECTION ACT.

By submitting an entry, entrant agrees that Sponsors shall own any entry, communications or submissions, creative suggestions, ideas, notes, concepts or other materials ("Comments"). SUCH COMMENTS SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND SPONSORS SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH COMMENTS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE COMMENTS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS SPONSORS A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE COMMENTS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSORS DO USE THE COMMENTS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE COMMENTS, AND AGREES THAT IF SPONSORS ELECT TO USE COMMENTS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S COMMENTS OR FROM USE OF THE SAME BY SPONSORS SHALL BE THE SOLE PROPERTY OF SPONSORS. ENTRANT FURTHER AGREES THAT IF SPONSORS ELECT TO USE ENTRANT'S COMMENTS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSORS REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSORS OF THE COMMENTS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSORS, THEIR AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND

EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF THEIR USE OF THE COMMENTS.

7. RELEASE, ASSIGNMENT, AND LIMITATIONS OF LIABILITY:

Entrants agree that, by submitting an entry, and potential winners agree that, by accepting a prize, Sponsors and their affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters, and each of their respective officers, directors, employees, representatives, and agents (the “Released Parties”) are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant’s entry is confirmed to have been erroneously lost, or otherwise destroyed, entrant’s sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, Sponsors, at their discretion, may elect to judge all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsors reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AND POTENTIAL WINNERS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE

HELD HARMLESS BY ENTRANTS AND POTENTIAL WINNERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. If for any reason this Contest is not capable of running as planned, Sponsors reserve the right, in their sole discretion to modify, cancel, or suspend this Contest due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest,

as determined by Sponsors in their sole discretion. Sponsors reserve the right, at their sole discretion, to disqualify any individual they finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Sponsors on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting participation in this Contest or downloading any materials in this Contest. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsors. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, Sponsors may, in their sole discretion, void any suspect entries and (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (c) award the prizes based on a judging of the essays from among the eligible, non-suspect entries received up to the time of the impairment.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit www.cleansd.org/e_programs.php . For a list of winners, send a stamped, self-addressed envelope for receipt by June 15, 2008 to Clean Earth Challenge, *I Love a Clean San Diego Attn: Clean Earth Challenge 4891 Pacific Highway, Suite 115, San Diego, CA 92110.* the winners list will be sent once winners have been verified.

Sponsors: Honda Dealers of San Diego County, 5821 Mission Gorge Road, San Diego, California, 92120; I Love a Clean San Diego, 4891 Pacific Highway, Suite 115, San Diego, CA 92110.

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