

## MaxPreps Citizen Athlete Award Contest

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST OPEN TO LEGAL RESIDENTS OF ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT LEAST AGE 13 OR OLDER ON DATE OF ENTRY. ENTRANTS UNDER THE AGE OF 18 WILL NEED PARENTAL CONSENT. VOID WHERE PROHIBITED BY LAW.**

Administrator, Sponsor & Prize Provider: CBS Interactive Inc. ("**CBSI**"), 1401 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309.

Contest Entities: CBS Interactive Inc. and the Army National Guard.

1. Acceptance of Official Rules. By entering The **MaxPreps Citizen Athlete Award Contest** (the "**Contest**") operated on the CBSI Web site accessible at the domain "maxpreps.com" (the "**MaxPreps Service**"), you hereby accept and agree to these official rules (the "**Official Rules**") of this Contest, and the decisions of the Administrator in connection with this Contest, whose decisions are final.

2. Eligibility. This Contest is offered and open to persons who are: (a) Registered Users (as defined below) of the MaxPreps Service; (b) legal residents of one (1) of the Fifty (50) United States or District of Columbia and (c) who are at least 13 years of age or older at the date of entry into this Contest. Participants under the age of 18 need parental consent.

For purposes of these Official Rules, "**Registered Users**" means persons who have successfully completed the registration form and have obtained a User Identification ("**ID**") and associated password ("**Password**") on the MaxPreps Service. Employees, independent contractors and directors, and their immediate family members, of the Contest Entities and their parents, affiliated and subsidiary companies, advertising and promotion agencies and legal and financial advisors are not eligible to participate in this Contest. For purpose of the foregoing, "immediate family" mean parents, spouses, children, siblings or any members of the same households of such employees and directors. This Contest is void in Puerto Rico, all US territories and possessions, and where prohibited by law.

3. Promotion Period. The Contest begins on October 1, 2010 at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET on May 3, 2011. The Contest is divided into 2 phases: (i) the Contest entry period ("**Entry Period**") that begins on October 1, 2010 and ends on March 17, 2011; and (ii) the Contest voting period ("**Voting Period**") that begins on April 12, 2011 and ends on May 3, 2011.

Entry and Voting Period(s):

Entry Begins:	Entry Ends:	Voting Begins:	Voting Ends:
10/01/2010 at 12:00:00 am ET	03/17/2011 at 11:59:59 pm ET	04/12/2011 at 12:00:00 am ET	05/03/2011 at 11:59:59 pm ET

4. Here's How It Works: Participants may nominate themselves or another student they think should be eligible for the Citizen Athlete award (the “**Nominee**”). Participants must illustrate why the nominee is worthy of the Citizen Award. Participants may submit an original video or photographs (the “**Promotion Video(s)**”), of no more than 3 minutes in length, showing highlights of the nominee displaying their athletic abilities or the qualities that show why the nominee should receive the Citizen Athlete Award. Uploading a Promotion Video is not required for participation. If participant uploads a Promotion Video, the Promotion Video must be in English and shall not have any, profanity, obscenities and must be an original creation of the participant or participant must have permission from the owner to upload. See Rule #3 for entry deadlines. Participants, by uploading the Promotion Videos, you give the Contest Entities a perpetual, worldwide, royalty free license to publish the Promotion Video on the MaxPreps Service with no compensation to you other than bragging rights and getting the Promotion Video published on the MaxPreps Service. Promotion Videos submitted must be suitable for presentation in a public forum, in the sole determination of Contest Entities. Sponsor and Administrator reserve the right to reproduce the Promotion Videos in full or edit and enhance the Promotion Videos at their discretion. Sponsor and Administrator are authorized to use the Promotion Videos as they see fit, including usage in advertising. All Promotion Videos are perpetually and royalty free licensed to Sponsor and will not be returned to participants. Administrator will not be responsible for lost, stolen or misplaced entries.

5. Criteria, Judging and Voting: Nominee’s must be High School students during the 2010-2011 school year, be an Athlete, have an existing entry in the MaxPreps Service database and be in good Academic Standing. A 3-judge panel will select one (1) male and one (1) female Nominee from each of the following regions: (i) Northwest: AK, ID, MT, NV, ND, OR, SD, UT, WA and WY; (ii) Southwest: AR, CO, HI, NM, OK, TX, AZ and CA; (iii) Midwest: IL, IN, IW, KS, MI, MN, MO, NE, OH and WI; (iv) Northeast: CT, DE, D.C., ME, MD, MA, NH, NJ, NY, PA, RI and VT; and (v) Southeast: AL, FL, GA, KY, LA, MS, NC, SC, TN, VA and WV. Multiple nominations for the same Nominee will not increase their chances of winning. MaxPreps will announce the ten (10) Regional Citizen Athlete Awards winners (the “**Regional Winners**”), one (1) male and one (1) female student from each region mentioned above, on or around April 12, 2010. Registered MaxPreps users will then have the opportunity to vote in conjunction with the panel of judges during the Voting Period for the National Citizen Athlete Award winners (the “**National Winners**”) from amongst the Regional Winners. The male and female Regional Winner with most votes (from both the panel of judges and the public) at the conclusion of the voting period will be declared the National Winners.

6. How to Enter: To enter this Contest, go to the Maxpreps Service and follow the instructions to complete the Contest entry form, including, without limitation, submitting your ID and Password, completing all information requested about the Nominee and the Nominee's high school, uploading the Promotion Video (if applicable), telling us why you are nominating the Nominee and hitting the submit button; your Nominee will be entered into this Contest. If you are not a Registered User, you may become a MaxPreps Service Registered User and obtain an ID and Password by completing the MaxPreps Service registration form. There is no fee or charge to become a Registered User. Limit one Nominee and/or one vote per Registered User per day.

7. Prizes: Regional Winners Prizes:

Each Regional Winner's Prize consists of Two Thousand Five Hundred Dollars (\$2,500.00). Total value of the Regional Winners' Grand Prizes to be awarded is Twenty-Five Thousand Dollars (\$25,000.00).

Each National Winner's Prize consists of a Five Hundred Dollars (\$500.00) check to be made payable to the National Winner's High School's Athletic Department. Total value of the National Winner's prizes to be awarded is One Thousand Dollars (\$1,000.00).

Total value of all prizes to be awarded is Twenty-Six Thousand Dollars (\$26,000.00).

8. Prize Restrictions: All other expenses relating to acceptance of a Prize not explicitly stated herein, including but not limited to, taxes, are the responsibility of Prize Winners. The Prizes are nontransferable. All income and other taxes are the sole responsibility of each Prize Winner (as defined below). No assignment, transfer, or substitution of a Prize(s) is permitted, except that Sponsor reserves the right to substitute a Prize with a prize of comparable or greater value. The Prizes are solely for each Prize Winner's use. All other costs and expenses not specified herein, if any, are the sole responsibility of a Prize Winner. All prize details are at the sole discretion of the Contest Entities.

9. Prize Taxes. All federal, state, local and other tax liabilities arising from this Contest, including, without limitation, winning a Prize, will be the sole responsibility of the each Prize Winner. Each Prize Winner will be issued an IRS 1099 tax form for the actual value of their Prize.

10. Winner Notification: Regional Winners will be notified at the end of the judging period and having qualified. National Winners will be notified at the conclusion of the Voting Period. In the event that there are, in the opinion of the Administrator, insufficient legitimate entries to post for users to vote on, Administrator reserves the right to select Prize Winners from among all entries received. A potential Prize Winner will be notified by email and/or by phone. If a potential Prize Winner cannot be reached after a reasonable effort has been made during (5) business days from the first notification

attempt, such person may be disqualified at the discretion of the Administrator, with an alternate Prize Winner selected in accordance with these Official Rules.

11. Affidavit of Eligibility/Liability Release and Publicity Release. In order to receive the a Prize, the potential Prize Winner will be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "**Release Forms**") within five (5) days of notification of winning. Failure to properly execute and return Release Forms in a timely manner, or if a Prize notification or a Prize is returned as non-deliverable, or if a Prize Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Prize Winner selected in accordance with these Official Rules.

12. Publicity Release Terms. Except where prohibited by law, the Prize Winner's acceptance of a Prize constitutes permission for the Contest Entities to use the Grand Prize Winner's name, video, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation solely in connection with the Contest and identifying a Prize Winner.

13. Improper Conduct. Administrator, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Contest, and refuse to award the Prize, if entrant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the Contest or detrimental to other entrants of the Contest. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or the Prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Contest. Entrants agree that Administrator may void any part of a Prize that entrant may have won and/or require the return of any part of a Prize that entrant may have won as a result of such improper conduct. Entrant further acknowledges that any forfeiture of the a Prize and/or return of the any part of a Prize shall in no way prevent Contest Entities from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE CONTEST ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

14. Integrity of Contest. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion, believes could corrupt or affect the administration, security, fairness, integrity or

proper conduct of this Contest, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this Contest and select the Prize Winners from entries received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

15. Lost or Corrupted Entries. The Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Contest Entities, and their parents, affiliated and subsidiary companies, advertising, marketing and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest.

16. Damaged Property. Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Contest or downloading materials from this Contest.

17. Contest Errors. The Contest Entities, and their parents, affiliated and subsidiary companies and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Contest; (b) in any related advertising, marketing or promotions of this Contest; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Contest.

18. Prizes and Prize Winners. The Contest Entities, and their parents, affiliated and subsidiary companies, dealers and advertising, marketing and promotion agencies, assume no liability and are not responsible for, and you/entrant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of a Prize Winner, the distribution of a Prize, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third party's person (including death) or property related to or resulting from any part of the a Prize or any part of this Contest.

19. Release and Indemnity. Each entrant in this Contest, including, without limitation, the Prize Winners, hereby releases and agrees to hold harmless the Contest Entities and their parents, affiliates, subsidiaries, dealers, advertising, marketing and promotion agencies and their respective directors, officers, employees, representatives, agents and assigns from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Contest and participation in any activity related to this Contest.

20. Limitation of Liability. IN NO EVENT WILL THE CONTEST ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES, DEALERS AND RELATED COMPANIES, THEIR ADVERTISING, MARKETING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CONTEST, INCLUDING WITHOUT LIMITATION YOUR ACCESS TO AND USE OF THE CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

21. Disclaimer of Warranties. THE CONTEST & 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.

22. Identity Disputes. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry. For purposes of these Official Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

23. Binding Arbitration. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or

controversy of any other party. The arbitration shall be conducted in the State of New York, in the City of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

24. **Governing Law and Jurisdiction.** This promotion is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 23 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York, County of New York.

25. **Winner List/Official Rules:** For the name of the Prize Winners, send a self-addressed stamped envelope for receipt by May 31, 2011 **MaxPreps Citizen Athletes Award Contest** c/o CBS Interactive Inc., 1401 W. Cypress Creek Rd., Suite 200, Fort Lauderdale, FL 33309. For Official Rules send a self-addressed stamped envelope to the above address marked "Official Rules: **MaxPreps Citizen Athletes Award Contest - Rules** for receipt by May 3, 2011. Residents from VT may omit postage on the self-address envelope requesting a copy of the Official Rules. The name of the Prize Winners may, and Official Rules will, be posted on the MaxPreps Service.