

Official Rules for the [me] & goji one year anniversary video contest

ELIGIBILITY: The [me] & goji one year anniversary video contest ("contest") is subject to all federal, state/provincial, and local laws and regulations. This contest is open to residents of the United States only. Participation is limited to one entry per household.

HOW TO ENTER: Post your video of 30 seconds or more, in response to the [me] & goji one year anniversary video contest call for entries anytime between September 1 & October 1, 2009 midnight EST. [me] & goji may extend such term in its sole discretion. Send an e-mail to contact@meandgoji.com with your full name, shipping address and a link to your video on YouTube.

PRIZES: All entrants will receive a 4oz. cereal capsule of our "one year anniversary mix. One winner from all submissions will be selected to win one \$100 [me] & goji gift certificate.

LIMITATIONS: Each submitted entry must be at least 30 seconds long and be responsive to the question posed on the contest website located at www.meandgoji.com/oneyear. There is a limit to one entry per household. You are solely responsible for the equipment and internet access required to enter or participate in video contest.

[me] & goji, Inc. ("me] & goji") reserves the right to, in its sole discretion to restrict participation in the contest to any person at any time for any reason and/or to disqualify any entry at any time for any reason. Any attempted entry by any means except as permitted in these official rules is void.

[me] & goji cannot be responsible for any entries not received. Proof of submission will not be deemed to be proof of receipt by [me] & goji.

PUBLICITY AND LICENSE: Whoever accesses YouTube through any means can see your video. Additionally, selected videos will be displayed throughout the [me] & goji website. You retain all of your ownership rights in your video. However, by submitting a video to YouTube as described above, you hereby grant [me] & goji a worldwide, irrevocable, non-exclusive, royalty-free, fully sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the video and any audio and images included therein, including without limitation for advertising and/or marketing purposes of any kind, in any media formats and through any media channels.

You hereby represent and warrant that you have the right to submit your video to the contest and that such submission and [me] & goji's use thereof as permitted above shall not infringe, misappropriate, or violate any right of any third party (including, without limitation, any intellectual property right, right to privacy or right of publicity) or any law, rule or regulation. Each entrant irrevocably consents to [me] & goji's use of his/her name, likeness, photograph, voice, opinions, hometown and state for promotional purposes in any media without further payment or consideration.

SELECTION OF WINNERS: By participating in the contest, you agree that [me] & goji has the right to use, review, assess, evaluate, score, verify and judge your entry, publicly or otherwise, in any manner they elect.

ODDS: The odds of winning depend upon the number of eligible entries received. [me] & goji cannot accurately predict the number of entrants who will participate in the contest.

JUDGING: On or about October 1, 2009 [me] & goji employees will select one winning video based on quality of submission, and relevance to the contest question. The winner is subject to verification of eligibility, compliance with the official rules. [me] & goji shall have the right, in its sole discretion, to determine the winner of the contest, or that no winner will be chosen. [me] & goji's decisions are final and binding. If a potential winner cannot be reasonably notified, verified or confirmed within seven (7) days of first notification attempt (and further attempts at [me] & goji's sole discretion), a prize is declined, or a potential winner is not eligible for award of a prize for whatever reason, an alternate potential winner will be chosen in accordance with these official rules.

PRIZE RESTRICTIONS: No substitution, cash redemption or transfer of prize allowed. Taxes are the sole responsibility of the Winner.

GENERAL CONDITIONS: Each entrant must comply with all terms, conditions and requirements of both these official rules as well as those set forth on the contest website located at www.meandgoji.com/oneyear. [me] & goji reserves the right to cancel, suspend, and/or modify the contest for any reason, including, without limitation, if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the contest, as determined by [me] & goji in its sole discretion.

In such event, [me] & goji reserves the right to select a winner from among the eligible entries received up to the time of the impairment. [me] & goji reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or acting in violation of these official rules. Subject to the terms of these Official

Rules, all information collected by [me] & goji will be subject to its standard privacy policy except that [me] & goji may also use your email address to communicate with you about this contest.

LIMITATIONS OF LIABILITY; DISCLAIMERS/RELEASE: [me] & goji is not responsible for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the contest; (c) technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; (d) technical or human error which may occur in the administration of the contest or the processing of entries; (e) lost, delayed, misdirected, or undeliverable mail; or (f) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, from your participation in contest or receipt of any prize.

DISPUTES: [me] & goji reserves the right to make all decisions in its sole discretion arising out of or relating to the contest, and its decisions are final and binding on all matters relating to the contest. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the contest, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, your rights and obligations, or the rights and obligations of [me] & goji in connection with the contest, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New Hampshire, without giving effect to any choice of law or conflict of law rules (whether of the State of New Hampshire or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than The State of New Hampshire. By participating in the contest, you agree that New Hampshire will be the exclusive forum for any formal dispute resolution.

OFFICIAL RULES AND WINNER PUBLICATION: A copy of these official rules and the name of the \$100 winner will be published at www.meandgoji.com/oneyear/winner.html

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