

Affidavit of Eligibility, Publicity Release and Liability Waiver

Please fill in all required information, including your name, signature, Social Security number, address, phone number, email address, and preferred method of payment, and return this document to:

Adball LLC, Inc.
Attention: Accounting
2108 Palo Verde Rd
Irvine, CA 92617

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Agreement") must be read and signed by each person ("Winner") who is awarded a prize ("Prize") in competitions sponsored by Adball, LLC or any of its parents, affiliates, subsidiaries, or co-sponsors (collectively, "Sponsor"). The competition in which the undersigned has been awarded a Prize is hereinafter referred to as the "Competition." (The Winner is referred to below as "I," "me," "myself," or the Winner.) In consideration of awarding a Prize to me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1.** I represent that I am at least 13 years old (or the age of majority in my state, province, and (if applicable) country of residence) and am otherwise eligible to receive the Prize awarded to me in the Competition. Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my age and/or place of residence) set forth in the Official Competition Rules (including any applicable Competition summary and submission rules), which I acknowledge having read and understood, and any other requirements imposed by law.
- 2.** Without additional compensation to me, I give permission irrevocably and in perpetuity to Sponsor to use, adapt, edit, reproduce, distribute, display and publicly perform my name, likeness (including, without limitation, aural and visual likenesses of me) and biographical data, in whole or in part, throughout the world, in connection with the promotional and/or marketing activities of Sponsor.
- 3.** I understand that any videos, print advertisements, radio advertisements, banner advertisements, stories, articles, photographs, artwork, concepts, copy, taglines, slogans or other materials or content ("Content") that I submit or have submitted to Sponsor in connection with the Competition may be used by Sponsor for any purpose. I hereby expressly grant Sponsor, and Sponsor's respective successors, assigns, licensees, representatives, and agents, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise commercially and noncommercially use, exploit, and sublicense all such Content, or any portion thereof, in perpetuity and throughout the world, in any form, technology, manner, medium, or media now existing or

later developed. Without limiting the foregoing, I agree that this grant includes the right to make editorial revisions to the Content, to use and publish the Content in any manner and form, including electronic form, on Sponsor's websites or in other media, whether now or later created; to use the Content for internal business purposes; to reproduce and distribute the Content for marketing and publicity purposes, and to sublicense the Content to third parties for any reason. I further grant Sponsor the right to use certain information about me in connection with the Content, including my name, pen name, image, and other profile information, so long as I have made it publicly available on any Sponsor website at any time in connection with the Competition; such use will include, without limitation, use in the exhibition, broadcast, distribution, advertising or promotion of the Competition, Content and any Sponsor website, and any other Competition offered through any Sponsor website. I agree that Sponsor has no obligation to publish, use or retain any Content I submit or to return any such Content to me, and may remove any Content from any Sponsor website at any time in its sole discretion for any reason or for no reason. I agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's license rights as set forth in this paragraph.

4. I represent that the Content is original to me and that: (a) I am the owner of all right, title and interest in and to the Content and have the right to grant the rights granted herein or, alternatively, I have obtained all necessary rights and permissions to use and submit the Content in connection with the Competition and to provide all the rights specified in this Agreement; and (b) the Content and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including, without limitation, any intellectual property rights, rights of privacy and rights of publicity.

5. I acknowledge that I will be solely responsible for the payment of all taxes (including, without limitation, income taxes), insurance, registration, and other costs or fees of any kind whatsoever payable in connection with the receipt or use of any Prize from Sponsor. I acknowledge that Sponsor is entitled to (i) deduct and withhold the amount of any applicable taxes from the Prize in compliance with applicable laws and (ii) prepare and furnish any return, report or other written statement relating to taxes as required by any applicable law. I agree to provide Sponsor with a properly executed and completed Internal Revenue Service Form W-9 and such other forms, documents and information that Sponsor may reasonably request to comply with all applicable laws and tax reporting and withholding obligations.

6. I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN OR WITH, AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND

FOREVER RELEASE, DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR AND OTHER PROVIDERS OF ANY PRIZE AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS AND CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR LATER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE COMPETITION, ANY USE BY SPONSOR OF MY NAME, LIKENESS (INCLUDING, WITHOUT LIMITATION, AURAL AND VISUAL LIKENESSES OF ME) OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN OR WITH, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS"). I UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING ANY ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER RELIEF FROM ANY RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

7. If any provision of this Agreement is found to be unenforceable in any respect by court of competent jurisdiction, it is my intent and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found to be legally enforceable. TO THE EXTENT PERMITTED BY LAW, I WAIVE THE BENEFIT OF ANY PROVISIONS OF ANY STATUTE OR OTHER LAW THAT MIGHT ADVERSELY AFFECT THE RIGHTS OF ANY RELEASED PARTY UNDER THIS AGREEMENT.

[FOR CALIFORNIA RESIDENTS ONLY: Without limiting the foregoing, to the maximum extent permitted by law, I waive all rights I may have under California Civil Code Section 1542, which reads as follows:

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

8. This Agreement shall be governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Orange County, California, with respect to any claim or suit arising out of or in

connection with this Agreement, the Competition, any delivery, misdelivery or nondelivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMPETITION OR ANY OF THE RELEASED CLAIMS.

9. I acknowledge and agree that my consent to the terms set forth above is a material inducement for Sponsor to award a Prize to me and that Sponsor would not do so in the absence of my consent as evidenced by my signature below.

10. This Agreement is the entire agreement between Sponsor and me with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between me and Sponsor or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Sponsor specifically referencing this Agreement.

THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING.

Name of Adball Competition

Winner:

Name (please print)

Signature

Social Security Number

Address

() _____
Home Telephone

Email Address

Would you rather receive your payment by Check or by PayPal deposit? If by Paypal please provide:

PayPal ID: _____