



Specific Contest Rules Addendum

Disclaimer:

The nature of each **if.net** contest varies from contest to contest and as such, is governed by rules and eligibility requirements specific to each contest. Therefore, this Specific Contest Rules Addendum governs the specific requirements for this Contest.

if.net does not condone any form of discrimination on any impermissible basis.

It wouldn't be a contest without rules and legal stuff. So make sure you meet all the requirements below. In addition, **General Terms** for contests on **if.net** are available at the following URL: (<http://www.if.net/info/rules>). In the event of a conflict between these individual **Contest Rules Addendum** requirements, limitations, and/or exclusions set forth below in this **Rules Addendum** and the **General Terms**, the contest requirements in this **Rules Addendum** shall apply.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Contest Name: L.A.'s Worst Mattress Contest

Contest Summary: Sit 'n Sleep (the "Sponsor" or "SNS") will choose a Grand Prize winner from the "L.A.'s Worst Mattress" category out of the TOP FIVE ranking VIDEO submissions following the Contest Conclusion as voted on by **if.net** users. The Grand Prize winner shall receive a new luxury mattress from Kingsdown worth approximately \$4999 retail value. Contestants must submit a **VIDEO** explaining why their mattress is the worst in LA, up to ninety (90) seconds -- and make us laugh! Once you have completed your **VIDEO**, you can upload your **VIDEO** and enter the contest at: <http://www.if.net/mattress>.

Four (4) additional mattress Second Prizes (from four different manufacturers with approximate retail values ranging from \$1499 to \$3999) will be awarded for the "Worst Sag," "Oldest Mattress," "Worst Tear and Wear," and "Worst Stain." For the additional four (4) mattress Second Prizes, Sponsor will choose the four (4) winners and award the Second Prizes at its sole discretion from the overall pool of **if.net** contest entries. The Second Prizes shall be awarded based upon the number of entry votes in the primary contest from highest to lowest (e.g. the highest vote recipient will receive the highest value prize and the lowest vote recipient will receive the lowest value prize, etc).

All mattress prizes include reasonable delivery and setup within the designated counties specified for Contest participation. See below for details.

In addition, the Grand Prize winner plus the four (4) additional Second Prize winners will all receive the opportunity for a chance to win the "L.A.'s Worst Mattress Winners \$100,000 Sweepstakes Drawing" on November 21, 2009. (See the additional Sweepstakes Rules below.)

Your video must be 90 seconds or less or your entry will be disqualified.

Uploaded Entry Moderation: All entries that are submitted will be moderated by the system administrators prior to being visible on **if.net**. The moderation process is generally reviewing for obscene, offensive, or other inappropriate content at the discretion of the system administrators. If you are in the final vote-audited Top-Five at the end of the contest, you must be able to prove that you have the rights to all content in your submitted materials, including music, artwork, signage, logos, etc. You are responsible for following these rules and the **if.net** general rules referenced herein. A contest entry being approved during the Moderation process **DOES NOT** imply that it has been reviewed or approved by the system administrators for overall rule compliance.

Vote Auditing: **if.net** regularly reviews and audits contestant votes. Accounts suspected of belonging to or being used by fictional persons, or by those other than those actually registered with **if.net** are subject to vote removal and disabled for future voting. When **if.net** detects suspicious voting activity and, in any event, whenever more than four (4) accounts are registered to the same IP address and are actively voting, the IP address itself and all associated accounts may be disabled for voting without warning or notice.

Individual Entry Requirements:

Gender: Male or Female

Category: Fun, Comedy

Age: You must be 18 years of age or older at the time of entry

Location/Eligibility: This is a LOCAL contest and is open to all legal U.S. residents whose primary residence is located in one of the following California counties: Los Angeles, Orange, Riverside, Ventura, and San Bernardino. Employees, or so-called

temporary employees (including their family and household members) of Sit 'n Sleep, Wingman Media, Scouts Well Productions, Madison Road Entertainment, or any of their respective related agents, representatives, or entities are not eligible to enter or win. By participating, you agree to these Official Rules and to all decisions of the Sponsor, which are final and binding in all respects. If you do not agree to these terms, do not enter the L.A.'s Worst Mattress Contest.

Contestant Information: In order to enter this Contest, all Contestants must provide their Name, Address, Phone Number, and e-mail address. Contestant Information shall be regulated under **if.net's** and Sponsor's Privacy Policies. The respective Privacy Policies are available at the following URLs:

<http://www.if.net/info/privacy-policy>

<http://www.sitnsleep.com/about.asp?bodyID=LegalPrivacy>

Contest Dates: The Contest begins at 3:00 pm PDT on September 21, 2009 and concludes at 10:00 am PDT on October 30, 2009. Sponsor is solely responsible for all time-related determinations.

Contest Media Type: Your contest submission for this contest must be in the form of a **VIDEO** submission. Please read below regarding the file size and format limitations for each type of media. Please note that you may upload all types of media to your User Profile; however, only one can be chosen for any given contest. Your media submission can't be changed once the contest has started.

Winner Notification: Contest Finalist shall be notified by telephone and e-mail within seventy-two (72) hours of the closing time of the Contest and/or the completion of the auditing of the official votes, whichever is later. The Finalist must be available when contacted or respond as instructed within twenty-four (24) hours of being notified as determined by Sponsor. Please reference the General Terms (link provided below) for specific rules on Finalist and Alternate notification.

Prize Details: The Prize in this Contest is the opportunity to participate as set forth in the Contest Summary above. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

Any expense not specifically stated as being included in the Prize is the sole responsibility of the Contest Finalist. The Sponsor reserves the right to substitute the prize with a similar prize of equal or greater value or with the equivalent cash value, which cash value is deemed to be \$4,999 for the grand prize and \$1,499, \$1,999, \$2,999, and \$3,999 for the second prizes in the "Worst Sag," "Oldest Mattress," "Worst Tear and Wear," and "Worst Stain" contest, which shall be awarded based upon the highest number of entry votes in the primary contest.

Basic requirements for this Contest:

- You must be 18 years of age or older at time of entry and be a legal U.S. resident whose primary residence is located in one of the following California counties: Los Angeles, Orange, Riverside, Ventura, and San Bernardino, and legally able to work in the United States.
- Everyone who appears or performs in your submission(s) must be at least 13 years old and sign a release form. A sample release form that you can use can be downloaded at: (http://www.if.net/info/sample_release).
- All submissions must be in English.
- Any videos that you submit must be yours (and yours only).
- You must have the rights to all content in your submitted materials, including music.
- Nothing obscene or offensive, no nudity, no profanity, nothing violent.
- Nothing disparaging towards **if.net**, the Sponsor, or their affiliates.
- Nothing that depicts or promotes alcohol, illegal drugs, weapons, or any political agenda.
- You can produce your submission(s) any way you like, but the final version must be in one of these formats: .mpg, .mpeg, .wmv, .avi, .mov, .m4v, .mp4, .flv for Video.
- Your Video submission must not exceed 100 Megabytes (MB).
- You must register and create an if.net profile to enter the Contest and/or to vote. **if.net** members will vote to select the five Finalists for each contest. Each properly registered user of **if.net** may vote once per contestant per day, and each entrant may vote for his or her own submission. You must be a registered user of **if.net** to be eligible to vote. **if.net** producers and/or the Sponsor shall serve as the Judges for the Contest. Judging for the Grand Prize will be based on the following criteria: 50% Creativity, 50% Originality. In the event of a tie, tied entries will be judged solely on the basis of the Originality category. The Judges' decisions in all cases are final. We will notify the Finalists and Contest Winner by phone, mail, and/or email.
- During a Contest, the Judges may, at their sole discretion, remove a contest submission for any reason including but not limited to inappropriateness or irrelevance of the nature of the submission for the specific Contest. If your submission is rejected, removed, or you delete it from your Profile, your Contest Entry for that contest will be removed. You may resubmit a new entry to a Contest during an open Contest; however, all new entries will start with zero votes.
- No purchase necessary for eligibility. A purchase will not increase your chance of winning.

Miscellaneous Legal Terms:

By entering you hereby agree, understand and acknowledge that **if.net** and Sponsor have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to these entities or being developed by their own employees. You also acknowledge that many ideas or stories may be competitive with, similar or identical to your Contest Entry and/or each other in theme, idea, plot, format or other respects. By entering, you acknowledge and agree that you will not be

entitled to any compensation as a result of **if.net** or Sponsor's use of any such similar or identical material; and that neither **if.net** nor Sponsor have and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to your Contest Entry.

Your rights cannot be assigned or transferred, and this offer is void where restricted or prohibited by law; The winner may not redeem for cash equivalent or substitute the prize; Federal, state and local taxes, charges and incidental costs, if any, are the sole responsibility of the prize winners; **if.net** is not responsible for lost, late, damaged, illegible, misdirected or postage-due submissions.

The Contest Finalists will be required to sign an Affidavit of Eligibility and Release form including release of liability to the Promotional Parties and allowing the Promotional Parties to use the winners name and likeness for advertising purposes without additional compensation to the Contest Finalist and a Federal Tax form - 1099 Misc. In the event Contest Finalist fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. No alternate winner will be selected.

All media files and other material submitted becomes property of **if.net** and will not be returned. By submitting your media files and other material, you are granting **if.net** the gratis, unlimited, non-exclusive, perpetual, worldwide license to use, alter, combine and otherwise exploit such media files and other materials in any manner it deems fit, including its sale or license to the Sponsor or another entity, without providing any compensation to you.

If, for any reason, a Contest is not capable of running as planned, or infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or infect the administration, security, fairness, integrity, or proper conduct of the Contest, **if.net** reserves the right at its sole discretion to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the Contest, and at its sole discretion, award a prize from among all eligible non-suspect entries validly received prior to the action requiring such modification. By entering, all Contestants agree that the Contest is governed by laws of the California and agree to jurisdiction in the state or federal courts of California in the County of Los Angeles for the resolution of all claims and disputes (excluding any claims against or disputes involving parties other than **if.net** relating to any prize awarded in the Contest).

If you have a question about the Contest that is not covered above, please read our **Frequently Asked Questions** page located at: (<http://www.if.net/info/FAQ>).

By entering, participants grant **if.net** and Sponsor permission to use their names, image, and/or likenesses for advertising or publicity purposes connected to the Contest and/or prizes, in any manner, in any and all media, in perpetuity throughout the world, without further compensation and participants further acknowledge that their personal contact information shall be available to Sponsor for marketing purposes. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or their redemption or use of their prize. Neither **if.net** nor the Sponsor is responsible for any typographical or other error in printing, or in the offering or the announcement of prizes, including such errors as may result in the erroneous designation of an entrant as a Contest Finalist.

By entering, participants release and agree to defend, indemnify and hold harmless any and all Promotion Parties involved in this Contest from and against any and all claims, demands, losses and causes of action for any damages (including, without limitation, all consequential, economic and incidental damages), liability, loss, cost, fees (including attorneys' fees), including, without limitation, damage to person (including death) or personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any activity or travel related thereto) or participation in the promotion and whether or not caused, in whole or in part, by the acts, omissions, negligence or misconduct of the Promotion Parties.

"Promotion Parties" is defined as employees, directors and officers of The Sponsor, Scouts Well Productions, and their respective parent companies, subsidiaries, affiliates, distributors, divisions, broadcast affiliates or advertising and promotion agencies associated with the Promotion (collectively "Promotion Parties") and members of the immediate family or household of any such employee, officer or director (whether related or not).

The Promotional Parties maintain the right to amend this Specific Contest Rules Addendum from time-to-time at their sole discretion prior to the conclusion of the Contest; however, the material terms of the Contest shall not be modified following the start of the Contest.

The odds of winning this Contest will be determined by the number of entries received in the Contest. To obtain a Winner's List, send a self-addressed, stamped business size (#10) envelope, postmarked by 12/31/2009, to "L.A.'s Worst Mattress Contest", 14724 Ventura Blvd, Suite 300, Sherman Oaks, CA 91403.

Important: Read the entire "**Online Talent Search Contest Terms**" (the "General Terms") for full details of the general rules that would apply to all contests. For purposes of this Contest, the "Search Affiliates" defined in the General Terms shall also be deemed to include Sponsor, their parent, subsidiary, affiliated and related companies, and the employees, officers, licensees, advertising sponsors and agents of each. These General Terms are available at the following URL: (<http://www.if.net/info/rules>). In the event of a conflict between the individual contest requirements, limitations, and/or exclusions set forth above in this **Rules Addendum** and the **General Terms**, the contest requirements in this Addendum shall apply.

"L.A.'s Worst Mattress Winners \$100,000 Drawing" Promotion
Pick 1 of 500
Sweepstakes Rules

1. NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.
2. Eligibility requirements: Open to the five (5) winners of the L.A.'s Worst Mattress Contest who are legal U.S. residents whose primary residence is located in one of the following California counties -- Los Angeles, Orange, Riverside, Ventura, and San Bernardino -- who were 18 years of age or older at the time of Contest entry excluding employees, or so-called temporary employees (including their family and household members) of Sit 'n Sleep, Wingman Media, Scouts Well Productions, Madison Road Entertainment, or any of their respective related agents, representatives, or entities. By participating, you agree to these Official Rules and to all decisions of the Sponsor, which are final and binding in all respects.
3. Sponsor: Sit 'n Sleep is the "Sponsor" of the L.A.'s Worst Mattress Winners \$100,000 Drawing Promotion (the "Winners Drawing"). Eligibility for the Promotion begins at 5 AM PDT, September 21, 2009 and ends at 10 AM PDT, October 30, 2009. The Winners Drawing will take place Saturday November 21, 2009 at 12 PM PST at the Culver City Sit 'n Sleep, 3853 Overland Ave. Los Angeles, CA 90230. Sit 'n Sleep reserves the right to modify or terminate the Promotion at any time.
4. Winners Drawing Contestant Selection: There shall be a total of five (5) Contestants for the Winners Drawing (the "Winners Drawing Contestants"). The Winners Drawing Contestants shall be one and the same as the 5 winners of the "L.A.'s Worst Mattress Contest" held on the **if.net** platform (See Above). In summary, one (1) of the Winners Drawing Contestants in the Winners Drawing will be the Grand Prize winner from the "L.A.'s Worst Mattress" category out of the TOP FIVE ranking VIDEO submissions following the Contest Conclusion as voted on by **if.net** users and ultimately selected by Sit 'n Sleep (the "Sponsor" or "SNS" as defined in the **if.net** platform contest). The four (4) additional Winners Drawing Contestants in the Winners Drawing will be the four (4) second prize winners from the "Worst Sag," "Oldest Mattress," "Worst Wear and Tear," and "Worst Stain" contests that are ultimately selected at the Sponsor's discretion from the overall pool of **if.net** contest entries. The five (5) winners of the "L.A.'s Worst Mattress Contest" will be notified by 7PM PST November 2, 2009 of their winning status. **All 5 winners will be required to verify attendance at the \$100,000 Grand Prize Drawing by 7 PM PST November 13, 2009 or they shall risk forfeiting their right to participate in the drawing.** If any of the 5 winners of the L.A.'s Worst Mattress Contest shall not be present or shall not be able to attend the \$100,000 Winners Drawing, no alternates shall be selected. **YOU MUST BE PRESENT TO WIN.** Hotel, meals, and all travel related costs of any kind or nature are the Winners' sole responsibility.
5. How to Play: The five (5) Winners Drawing Contestants will have the opportunity to select ONE (1) out of FIVE - HUNDRED (500) sealed envelopes. One (1) of the 500 envelopes will contain a grand prize winning message ("You've won \$100,000 for Freeeeee!") and four hundred ninety-nine (499) envelopes will contain consolation prize messages ("Thanks for playing, but this envelope is not a winner ☹"). If the contestant selects the envelope containing the Grand Prize winning message ("You've won \$100,000 for Freeeeee!") the contestant will win the Grand Prize. If the contestant selects an envelope containing a consolation prize message ("Thanks for playing, but this envelope is not a winner ☹"), he/she will win the consolation prize of a free memory foam pillow. Only five (5) envelopes out of the set of 500 may be opened. If more than five envelopes are opened, the promotion is void and Sit 'n Sleep is not liable for any prize reimbursement. Envelopes that are mutilated, altered, copied, hand printed, forged, water damaged, or tampered with in any way, or which contain any printing or typographical errors, will be considered null and void and will not be eligible for prize redemption. All five (5) Winners Drawing Contestants shall be randomly assigned an order to choose from the 500 envelopes (e.g. first, second, third, fourth, and fifth to choose an envelope).
6. Prizes Available: One (1) Grand Prize of \$100,000. Odds of winning are approximately 1 in 500. If the Grand Prize is not won, it will not be awarded. **All federal, state and local taxes are the sole responsibility of the winner.** Prize is not transferable. The Grand Prize winner (if any) will be required to sign an affidavit of eligibility and release form including release of liability to Sponsor and allowing Sponsor to use the winners name and likeness for advertising purposes without additional compensation to the promotion winner and a Federal Tax form - 1099 Misc. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. No alternate winner will be selected. Any expense not specifically stated as being included in the Prize is the sole responsibility of the winner.
7. Each participant, as a condition of participating (including any travel to or from the Sweepstakes Drawing referenced herein, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion.
8. Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten

or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

9. **LIMITATIONS OF LIABILITY:**

- a. Any attempted participation by means other than those permitted by these Rules, is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.
- b. Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

10. **MISCELLANEOUS:** This Promotion is subject only to the laws of California in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
11. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of law doctrine.
12. Winner list: For the name of the winner, send a self addressed stamped envelope, postmarked by 12/31/2009 to Sit 'n Sleep's L.A.'s Worst Mattress Contest Winner's List", 12910 Culver Blvd. Suite F Los Angeles, CA 90066. All local, state, and federal taxes are the sole responsibility of the winner(s). In the event the grand prize is awarded, the winner will be required to complete a winner's affidavit and release form and a Federal Tax form - 1099 Misc.