

**THE ENDANGERED SPECIES CHOCOLATE, LLC**  
**IT'S TIME FOR HOPE 2009 ESSAY CONTEST**  
**OFFICIAL RULES**

**CONTEST DESCRIPTION**

The It's Time for HOPE Essay Contest (the "Essay Contest") is an essay search provided by Endangered Species Chocolate, LLC ("ESC", "we," or "us") to compile essays or stories of hope submitted by entrants who participate in the Essay Contest (each a "Participant" and collectively the "Participants") who will have the opportunity to win a monthly prize and be entered to win the Grand Prize.

Each Participant entering the Essay Contest is invited to submit a written story or experience that gives him or her hope (collectively, a "Submission"). Each Submission must be 500 words or less to be entered into the Essay Contest. The Submissions submitted by all Participants will be judged on a monthly basis by the Chief Executive Officer of ESC (the "Judge") and each calendar month a semi-finalist (the "Semi-finalist") will be selected. Thereafter, each of the Semi-finalists' Submissions will be posted on the Contest Website (defined below) and the Judge will determine the Grand Prize Winner of the Essay Contest.

The Essay Contest begins at 12:00:01 AM (Eastern Standard Time) on Thursday, January 1, 2009, and ends on Thursday, December 31, 2009, at 11:59:59 PM (Eastern Standard Time) (the "Entry Period"). The Essay Contest shall be subject to these Official Rules and all decisions of ESC are final and legally binding in all matters relating to the Essay Contest. ESC reserves the right to terminate the Essay Contest at any time without prior notice. In the event that there is a discrepancy or inconsistency between the disclosure or other statements contained in any Essay Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**NO PURCHASE NECESSARY**

No purchase is necessary to enter the Essay Contest or to win a prize. A purchase will not improve your chances of winning.

**ELIGIBILITY**

Participation in the Essay Contest is open only to legal residents of the U.S. or Canada (excluding the Province of Quebec), who are physically located in those states or Provinces and who are at least eighteen (18) years of age or older as of the date of entry (or at least the age of majority in the applicable state or province). Employees of ESC as of January 1, 2009, and any other individual or entity associated or involved with the development, judging, implementation and administration of the Essay Contest (individually and collectively the "Contest Entities"), and the immediate family members and/or those persons living in the same household of any of the above are prohibited from participating in the Essay Contest. "Immediate family members" include spouses, siblings, parents, children, grandparents and grandchildren, whether "in-laws," or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Participation in the Essay Contest is subject to your continued compliance in all respects with these Official Rules. Any violation of these Official Rules may result in termination of your participation in the Essay Contest, and the withdrawal of your Submission from consideration for any prizes. All federal, state, and local laws, rules and regulations apply. Void where prohibited or restricted by law.

## **HOW TO ENTER**

To enter the Essay Contest, each eligible Participant must visit <http://www.itstimeforhope.com> (the "Contest Website") during the Entry Period, follow the instructions to register and complete the online entry form with the required contact information, and submit the completed online entry form as directed during the Entry Period. Each Participant will be automatically entered into the Essay Contest upon ESC's receipt of a completed online entry form, and only after each such Participant submits his or her Submission through the Contest Website. ESC collects personal information from each Participant when such Participant enters the Essay Contest. Any such personal information collected from the Contest Website shall be used only in a manner consistent with the consent given by the Participants at the time of entry and with these Official Rules. Neither ESC nor the Contest Entities are responsible for lost, late, misdirected, damaged, incomplete or illegible Submissions.

There is no limit on the number of Submissions that you may submit or the frequency of submitting Submissions, provided all Submissions are submitted during the Entry Period. You understand and acknowledge that ESC may post any of the Submissions you submit to ESC on the Contest Website, ESC's Website at <http://www.chocolatebar.com> (the "ESC Website"), or in any other medium and in any manner. Further, you understand and acknowledge that ESC may use any of your Submissions in connection with the advertisement and promotion of ESC's products, business, core values, and in any other manner that ESC deems appropriate. The posting or use of your Submissions does not affect your chances of winning. If you do not agree to these Official Rules, please do not submit a Submission to ESC.

## **JUDGING/SELECTION OF WINNER**

All eligible Submissions will be judged based upon the following criteria:

- Inspirational – 50%
- Creativity – 25%
- Originality – 25%

The Submissions received each calendar month will be judged on or about the first week of the following calendar month by the Judge to determine a Semi-finalist of the Essay Contest for that month. All decisions of the Judge shall be final and a total of twelve (12) Semi-finalists will be selected in the Essay Contest. In the event of a tie, Submissions will be re-judged based solely on their inspirational qualities.

ESC and/or its designee will notify each Semi-finalist by e-mail after he or she has been designated a Semi-finalist. Each Semi-finalist will be required to complete, execute and return a

notarized Affidavit of Eligibility/Release of Liability form, and (except where prohibited) a Publicity Release form within five (5) days of its transmittal to the Semi-finalist. A return overnight delivery envelope will be provided to each Semi-finalist to facilitate the return of all required documents. Failure to return all required forms within this time period or to comply with any other provision may result in the Semi-finalist being disqualified and an alternate Semi-finalist being selected. If a notification is returned as undeliverable for any reason, an alternate Semi-finalist will be selected.

During the final round of the Essay Contest, each of these twelve (12) Semi-finalists will be entered to win the Grand Prize. Each of the Semi-finalists' Submissions will be judged by the Judge on or about the week following the close of the Entry Period and a Grand Prize Winner will be selected. All decisions of the Judge shall be final. On or about Friday, January 15, 2010, the Grand Prize Winner's name will be posted on the Contest Website.

### **PRIZES**

*The Grand Prize* will consist of a \$5,000.00 USD donation made in the Grand Prize Winner's name to the Charity of the Grand Prize Winner's choice, subject to the approval of ESC. For the purposes of these Official Rules, a "Charity" is any organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Each Participant agrees and acknowledges that ESC maintains the exclusive right to claim any tax benefits associated with charitable contributions made as a result of this Essay Contest.

*The Semi-finalist Prizes* will consist of two (2) Chocolate-of-the-Month Club three-month memberships (each a "Gift Membership"); the first Gift Membership to be shipped to the Semi-finalist at his or her address of record and the second Gift Membership to be sent to a third party of the Semi-finalist's choice, provided such third party has a valid mailing address in the U.S. or the Provinces of Canada and the Semi-finalist provides ESC with the eligible third party's address within fifteen (15) days of being notified that he or she is a Semi-finalist. Once ESC receives the completed forms and/or all other prerequisites have been satisfied, ESC will mail the Semi-finalist prizes to the Semi-finalist and the designated third party at ESC's expense. Once placed in the mail, ESC disclaims, and the Semi-finalist assumes, all risk of the Semi-finalist prizes' safe arrival. Each Semi-finalist will also be entered to win the Grand Prize.

No transfer, assignment or substitution of prizes is permitted, except that ESC reserves the right to substitute a prize for an item of equal or greater value in the event that an advertised prize is unavailable. No substitution or cash equivalent will be made to the Semi-finalist or Grand Prize Winner. Each Semi-finalist and the Grand Prize Winner will be solely responsible for the payment of tax obligations, if any, associated with the prizes obtained as a result of his or her participation in the Essay Contest.

### **CONDITIONS OF ENTRY/RELEASE OF LIABILITY**

BY PARTICIPATING AND ENTERING INTO THE ESSAY CONTEST, AND IN CONSIDERATION THEREOF, EACH PARTICIPANT WARRANTS, REPRESENTS AND AGREES:

(i) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND ALL DECISIONS OF ESC WHICH SHALL BE BINDING AND FINAL;

(ii) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THE OFFICIAL RULES;

(iii) THAT PARTICIPANT IS THE SOLE CREATOR AND OWNER OF THE SUBMISSION, AND THE UNDERLYING STORY CONTAINED THEREIN (EXCEPT FOR ANY THIRD PARTY RIGHTS OF PUBLICITY IN ITS SUBMISSIONS, TO WHICH THE PARTICIPANT HAS OBTAINED THE RIGHT TO LICENSE SUCH PUBLICITY RIGHTS TO ESC IN ACCORDANCE HEREWITH);

(iv) THAT THE SUBMISSIONS SUBMITTED BY PARTICIPANT ARE NOT LIBELOUS, SLANDEROUS, DEFAMATORY, OBSCENE, PORNOGRAPHIC, LEWD, LASCIVIOUS, VIOLENT, OR INCONSISTENT WITH ESC'S MISSION IN NATURE;

(v) THE MATERIALS (AS DEFINED HEREIN) OR ANY USE THEREOF, SHALL NOT VIOLATE ANY LAW AND SHALL NOT INFRINGE UPON OR VIOLATE THE RIGHTS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, CONTRACTUAL RIGHTS, COPYRIGHTS, TRADEMARKS, RIGHTS OF PUBLICITY AND RIGHTS OF PRIVACY). "MATERIALS," AS USED IN THIS SUBSECTION (v), MEANS: THE SUBMISSIONS, THE UNDERLYING STORY, AND ALL OTHER DRAMATIC, ARTISTIC, PHOTOGRAPHIC, AND LITERARY MATERIALS, IDEAS AND OTHER INTELLECTUAL PROPERTIES, CONTAINED IN OR USED IN CONNECTION WITH ANY SUBMISSION HEREUNDER. ESC'S ACCEPTANCE AND/OR UTILIZATION OF SUBMISSIONS OR MATERIALS HEREUNDER SHALL NOT CONSTITUTE A WAIVER OF YOUR AND/OR THE PARTICIPANT'S REPRESENTATIONS, WARRANTIES, OR AGREEMENTS IN RESPECT THEREOF, OR A WAIVER OF ANY OF ESC'S RIGHTS OR REMEDIES;

(vi) EXCEPT FOR THE LICENSE GRANTED TO ESC HEREUNDER, PARTICIPANT HAS NOT GRANTED, AND WILL NOT GRANT, ANY RIGHTS WHATSOEVER IN THE SUBMISSION TO ANY OTHER PERSON OR ENTITY;

(vii) ESC SHALL NOT BE REQUIRED TO MAKE ANY PAYMENTS OF ANY NATURE FOR, OR IN CONNECTION WITH, THE ACQUISITION, EXERCISE OR EXPLOITATION OF RIGHTS BY ESC PURSUANT TO THIS ESSAY CONTEST;

(viii) IF PARTICIPANT'S SUBMISSION IS SELECTED FOR POSTING ON ONE OR MORE OF ESC'S WEBSITES OR TO BE USED IN ESC'S ADVERTISEMENTS OR IN CONNECTION WITH ESC'S MARKETING EFFORTS, PARTICIPANT UNDERSTANDS AND AGREES THAT VISITORS TO THESE WEBSITES MAY COMMENT FREELY ON PARTICIPANT'S SUBMISSION. ESC SHALL NOT HAVE ANY LIABILITY TO PARTICIPANT IN CONNECTION WITH ANY SUCH COMMENTS (WHICH PARTICIPANT UNDERSTANDS MAY NOT BE FAVORABLE);

(ix) PARTICIPANT IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND HAS ATTAINED THE AGE OF MAJORITY IN THE PROVINCE, STATE OR COUNTRY IN WHICH HE OR SHE LIVES;

(x) TO **RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** ESC, ANY CONTEST ENTITIES, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, DIVISIONS, PARENT AND SUBSIDIARY COMPANIES, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, MANAGERS, MEMBERS, DIRECTORS, OWNERS, AGENTS, INSURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS AND ASSIGNS THEREOF (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL CLAIMS, DAMAGES (INCLUDING COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES), CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING BUT NOT LIMITED TO TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, AND LOSS OF CONSORTIUM CLAIMS), EXPENSES AND ATTORNEY FEES THAT THE PARTICIPANT OR ANYONE ON THE PARTICIPANT'S BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE, OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO THEIR PARTICIPATION IN THE ESSAY CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS **CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE RELEASED PARTIES.** BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS, THE PARTICIPANT AGREES THAT THE RELEASED PARTIES' LIABILITY TO THE PARTICIPANT OR ANYONE ON THE PARTICIPANT'S BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL THE RELEASED PARTIES' LIABILITY TO THE PARTICIPANT UNDER THESE OFFICIAL RULES EXCEED THE LESSER OF: (A) TWENTY-FIVE DOLLARS (\$25.00 USD); OR (B) THE AMOUNTS PAID BY ESC TO THE PARTICIPANT IN THE THREE (3) MONTHS PRIOR TO THE DATE OF ANY SUCH CLAIM.

(xi) TO **INDEMNIFY, HOLD HARMLESS AND DEFEND** THE RELEASED PARTIES IN ANY ACTION OR PROCEEDING FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING, BUT NOT LIMITED TO, TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, RIGHT OF PUBLICITY, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, LOSS OF CONSORTIUM CLAIMS) AND ANY COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES),

THAT THE PARTICIPANT OR ANYONE ON THE PARTICIPANT'S BEHALF (INCLUDING BUT NOT LIMITED TO THE PARTICIPANT'S HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO: (A) THE PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE ESSAY CONTEST; (B) TYPOGRAPHICAL ERRORS IN THE OFFICIAL RULES OR ANY CONTEST PROMOTIONAL MATERIALS; (C) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF); (D) ANY CHANGE BY ANY COMPANY OR ANY OTHER PERSON PROVIDING ANY OF THE COMPONENTS OF A PRIZE DUE TO REASONS BEYOND ESC'S CONTROL OR AS OTHERWISE PERMITTED HEREUNDER; (E) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE ESSAY CONTEST; (F) HUMAN ERROR; (G) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OF TRANSMISSION OR ANY PART OF THE ENTRY (INCLUDING, WITHOUT LIMITATION, THE ENTRY INFORMATION OR ANY PARTS THEREOF); (H) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE CONTEST WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ESC OR BY A PARTICIPANT; (I) INTERRUPTION OR INABILITY TO ACCESS THE ESSAY CONTEST, ANY CONTEST-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS; (J) ANY DAMAGE TO PARTICIPANT'S (OR ANY THIRD PARTY'S) COMPUTER AND/OR ITS CONTENTS RELATED TO OR RESULTING FROM ANY PART OF THE ESSAY CONTEST; (K) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS; (L) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSIONS ON THE PART OF ESC, OR ANY OF ITS AGENTS OR EMPLOYEES; (M) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ESC. THIS AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND APPLIES EVEN IF THE ACT OR OMISSION COMPLAINED OF WAS ALLEGEDLY **CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE RELEASED PARTIES.**

## **LICENSE**

By participating in the Essay Contest, Participant irrevocably grants to ESC the perpetual, royalty-free right, without any liability to any person or entity, to use and to authorize other persons and entities to reproduce, adapt, transmit, distribute, communicate, make available, and otherwise use the Submission(s) (and the underlying stories) throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, radio and television broadcasts and postings on Internet websites in connection with advertisements and promotional activities, without payment of any compensation to Participant in connection with the Essay Contest. Further, if the Participant's voice, likeness, photograph, or other rights of publicity appear in the Submission, Participant irrevocably grants to ESC the perpetual, royalty-free right, without any liability to any person or entity, to use and to authorize other persons and

entities to use, the names (including, without limitation, all professional, group and other assumed or fictitious names or sobriquets), voices, likenesses, and biographical material of or relating to the Participant or those characters included in the Submission, on and in connection with the exploitation of the Submission for any purpose whatsoever, including without limitation, on Internet websites and for the purposes of advertising, marketing, promotion and trade of ESC's products, the promotion of ESC's core values, and in ESC's general advertising, without payment of any compensation to the Participant, or any other person or entity on the Participant's behalf. If a third party's rights of publicity appear in the Submission, the Participant represents and warrants to ESC that it has secured and hereby grants to ESC a license to use such third party's rights of publicity to the same extent as its own rights of publicity.

ESC is under no obligation to use any of the Submissions and may cease using any of the Submissions at any time in ESC's sole discretion.

### **GENERAL RULES/LIMITATION OF LIABILITY**

If, for any reason, the Essay Contest is not capable of running as planned, including, without limitation, as a result of an infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Essay Contest, ESC reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Essay Contest. ESC further reserves the right to disqualify any individual who tampers with the entry process or otherwise violates any of these Official Rules. A Participant's right to submit a Submission is completely at the discretion of ESC, and such right may be suspended or terminated at any time for any reason including, but not limited to, violation of these Official Rules, actions that may lead to liability for ESC, and violation of applicable laws or regulations. Further, ESC may prohibit a Participant from participating in the Essay Contest if it determines that said Participant is attempting to undermine the legitimate operation of the Essay Contest by cheating, hacking, deception or other unfair playing practices or intended to abuse, threaten or harass other Participants.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE ESSAY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ESC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW.**

### **DISCLAIMERS**

THE CONTEST WEBSITE IS NOT FOR USE BY INDIVIDUALS UNDER THE AGE OF EIGHTEEN (18) OR THE LEGAL AGE OF MAJORITY IN THE APPLICABLE STATE, PROVINCE OR COUNTRY. BY USING THIS CONTEST WEBSITE YOU REPRESENT THAT YOU ARE NOT UNDER THE AGE OF EIGHTEEN (18) OR THE LEGAL AGE OF MAJORITY IN THE APPLICABLE STATE, PROVINCE OR COUNTRY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONTEST WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, OR UNINTERRUPTED ACCESS. SPECIFICALLY, ESC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND, ANY WARRANTIES OF TITLE, OF NON-INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ESC'S RECORDS OR INFORMATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE RELEASED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

### **MISCELLANEOUS**

ESC may revise these Official Rules at any time. It is each Participant's responsibility to review these Official Rules for any changes each time that a Participant submits a Submission. You acknowledge and agree that the provisions, disclosures and disclaimers set forth in these Official Rules are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Nothing in these Official Rules can be construed to establish a joint venture, agency, employment, or other business relationship between the Participant and ESC.

### **GOVERNING LAW/DISPUTES**

Except where prohibited, as a condition of participating in this Essay Contest, Participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Essay Contest, or any benefit or amenity in connection herewith, or the determination of the winners shall be resolved individually, without resort to any form of class action. Further, Participant waives all rights to have damages multiplied or increased. In no event shall Participant be entitled to seek or obtain equitable or injunctive relief of any form or nature.

THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS ESSAY CONTEST SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES OF



ANY STATE). PARTICIPANT AND ESC AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF THE COURTS LOCATED WITHIN MARION COUNTY, INDIANA, IN THE EVENT OF ANY DISPUTE ARISING UNDER THESE OFFICIAL TERMS AND/OR IN CONNECTION WITH THE ESSAY CONTEST, AND WAIVE ANY FUTURE RIGHT TO OBJECT TO SUCH EXCLUSIVE JURISDICTION AND VENUE.

The failure of ESC to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any provision of these Official Rules is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Official Rules shall remain in full force and effect. Participant shall have no right to assign all or any part of these Official Rules, and any attempt to do so shall be void. ESC shall have the right to assign these Official Rules and to sublicense any and all of its rights under these Official Rules. These Official Rules represent the entire understanding between you and ESC with respect to the Essay Contest. These Official Rules supersede all previous written or oral agreements between you and ESC with respect to the Essay Contest. Notwithstanding any provisions of these Official Rules, ESC has available all remedies at law or equity to enforce these Official Rules.

#### **WINNER LIST OR OFFICIAL RULES**

For a copy of these Official Rules, send a self-addressed, stamped envelope to:  
Endangered Species Chocolate, LLC c/o It's Time for HOPE 2009 Essay Contest Rules, 5846 W. 73rd Street, Indianapolis, Indiana 46278. These Official Rules may also be found at the Contest Website.

For a list of any Essay Contest winners, send a self-addressed, stamped envelope to: Endangered Species Chocolate, LLC c/o It's Time for HOPE 2009 Essay Contest Winners List, 5846 W. 73rd Street, Indianapolis, Indiana 46278. These winners may also be found at the Contest Website.