

“Raggs Rockin’ Kids Search” Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Contest Overview:

The “Raggs Rockin’ Kids Search” Contest (the “Contest”) is sponsored by Raggs LLC (the “Sponsor”), the parent company of the Raggs public television series. The Contest consists of online, mail-in and possibly special event “auditions” of children via video submissions submitted by, or (with respect to special events) with the permission of, their parents or legal guardians, as described fully in these Rules. The Sponsor is looking for one-hundred (100) kids between the ages of three (3) and seven (7) years of age (at time of entry) for a possible appearance on the Raggs TV series. This is not a talent search; Raggs is looking for animated, talkative and clever children (as determined by applying the judging criteria contained in these Rules) who represent a diverse sampling of everyday families in the country.

In order to enter the Contest, you must be: a legal resident of the 50 United States or Washington, D.C.; **or** a legal resident of the U. S. Virgin islands; **and** 18 years of age or older as of date of entry (19 or older if a resident of AL or NE); **and** a parent or legal guardian of a child between the ages of 3 and 7 as of date of entry. Grandparents may not enter unless they are the legal guardians of children of eligible age. See Rule 6, below, for further eligibility restrictions. The Contest is void outside the jurisdictions noted above and where prohibited by applicable laws, rules or regulations. Participating child and parent/legal guardian must each be able to travel legally to North Carolina during the period August 7th - August 21st, 2009 if chosen as a Winner, or prize may be forfeited at Sponsor’s sole discretion. Any documents required for such travel are the responsibility of the participant.

1. **How to Enter:** Contest begins June 1, 2009 at 12:00:01 AM Eastern Time (“ET”) and ends on June 30, 2009 at 11:59:59 PM ET (the “Contest Period”). Three ways to enter: a) Online; b) By mail; or c) At one of several special Contest events that may take place at various locations during the Contest Period. (Dates and locations of such events, if any, and as they become available or known to Sponsor, will be posted on the Contest’s Web Sites prior to the event date(s).)

As used herein, the term “Participant” refers to an eligible person who submits an entry in accordance with these Official Rules.

- a) **To enter online**, go to www.raggs.com or www.raggs.tv (the “Web Sites”) and click on the Contest link to access the entry page, which includes instructions for entering online as well as an entry form that must be completed and submitted with your entry. To enter, a Participant must: Complete the registration form by providing the information required; AND Check the appropriate box indicating acceptance by Participant of these Official Rules; AND Upload a video that meets all of the Video Submission Requirements (as set forth below) and Content Restrictions (as set forth below); each such video shall be referred to as the “Video Submission”. All online entries must be received no earlier than 12:00:01 AM ET on June 1, 2009 and no later than 11:59:59 PM ET on June 30, 2009. The computer clock of the Administrator is the official time-keeping device of the Contest.
- b) **To enter by mail**, go to either of the Web Sites and click on the Contest link to access the entry page, which includes an entry form that must be completed and submitted with your entry. To enter, a Participant must: Download, print out and complete the entry form by providing the information required; AND Check the appropriate box indicating acceptance by Participant of these Official Rules; AND In an appropriate envelope or other mailer, enclose the completed entry form along with your original video that meets all of the Video Submission Requirements (as set forth below) and Content Restrictions (as set forth below). Each such video shall be referred to as the “Video Submission” AND

Mail your entry, with proper postage affixed, to: Raggs Rockin' Kids Search Contest, 1618 Camden Road, Charlotte, NC 28203. All mailed entries must be postmarked no earlier than June 1, 2009 and no later than June 30, 2009 and received by July 7, 2009.

- c) **To enter at a special Contest event** ("Event"), attend such an event with your child/children and complete an entry form(s) and all other required documents so that the child/children may be digitally recorded, and the recording may be entered into the Contest. Each such recording shall be referred to as the "Video Submission". You must comply with these Official Rules and with all instructions provided at the Event in order for the video(s) of your child/children to be included in the Contest. Entries created at an Event will be forwarded for judging by the Sponsor's representatives present at the Event. The Participant need not do anything other than complete and sign all required documents and comply with these Rules and all instructions the Participant receives.

For all Participants - - online, mail-in and Event Participants alike: If a Video Submission includes any identifiable person, besides the Participant's child who is the principal subject of the video and the Participant, who is named or who can be seen or heard (each a "Third-Party"), you must download from the Web Site and print out a "Third-Party Release", have it completed and signed by each such third-party (or his/her parent or legal guardian if the third party is a minor) and be prepared to submit it to Sponsor upon request at any time during or after the Contest Period.

Upon satisfactory completion of the appropriate entry instructions above, you will be entered in the Contest, and your Video Submission and the information you submitted to enter will be referred to collectively as your "Entry". Sponsor may, but is not obligated to, post your Entry (in whole or in part) on the Sponsor's Web Site or feature it on the Sponsor's television show (the "Show") at any time during or after the Contest Period. Such postings, if they occur, may be on a rotating or occasional basis and may be discontinued at any time at Sponsor's sole discretion. The posting of a Video Submission or portion thereof on the Sponsor's Web Site or on the Show is not meant to indicate (in the absence of an express statement to the contrary) that the principal subject of the Video Submission is a potential or actual Finalist or a potential or actual Winner in the Contest, or that the Video Submission or principal subject of it is otherwise favored in any way. Such postings will occur, if at all, solely for illustrative purposes, unless the posted Video Submission is expressly described as corresponding to a "Finalist" or "Winner". Sponsor reserves the right to review and void any Video Submission it feels in its sole discretion does not comply with these Official Rules or that would be considered to be offensive to the viewing public or damaging to the Raggs LLC brands. Sponsor may so void any Video Submission at any time during the Contest Period, even if it has previously been posted on the Web Site or featured on the Show. **Limit one (1) Entry per child named on the entry form as the principal subject of the Video Submission, up to a maximum of five (5) Entries per parent/guardian/household.**

An Entry may include more than one of your children, but only one child may be named as the principal subject of the Video Submission. If you have more than one child, you may submit a separate, different Entry naming each such child as the principal subject of the Entry, up to the maximum of five (5) Entries per parent/guardian/household for the entire Contest Period. If you submit more than one Entry, each Entry must be different, must feature as the principal subject one of your children and must be submitted with its own completed entry form. You may include more than one Entry in your mailer provided the Entry features your child/children only and the mailer is an appropriate size with proper postage is affixed to it. Multiple submissions of the same Entry by a Participant or someone in Participant's household or family will be disqualified. All entries must be submitted online, by mail or through an Event in accordance with these Rules; No other method of entry will be permitted.

2. Submission Guidelines and Requirements: You must submit a video between one (1) and two (2) minutes in length in which your child's true personality is showcased. As mentioned previously, we are searching, generally, for animated, talkative and clever children who represent a diverse sampling of everyday families in the country. In seeking such traits, our qualified judges will apply the judging criteria

described in Rule 3, below. Please familiarize yourself with the judging criteria before you create or agree to the creation of a video for this Contest.

Guidelines for the Preparation of Video Submissions. The following are intended as guidelines only:

- In the video, you may wish to “interview” your child from off-camera by asking one or more questions to elicit his/her natural, preferably spontaneous responses. You may choose, instead, to have your child discuss, extemporaneously, a topic of his or her (or your) choosing, or demonstrate his/her ideas for creative play. **Sample questions may be found on the Contest Web Site. Nobody other than the parent/legal guardian may interview the child or interact with him/her in a way that is intended to elicit discussion by the child.**
- It is best to try and film your child’s answers in good light with little or no background sound. It will be easier for the judges to see their expressions and hear their answers.
- You might discuss the topics of the questions with your child before you begin taping. However, since spontaneous answers are often the most natural, we suggest you do not rehearse the questions and answers with your child.
- You may prompt your child to continue to answer, but it is sometimes best to let them work through the answer themselves.
- Do not worry if your child makes a mistake, mispronounces a word or gives an incorrect answer.
- You do not need a special background or location. Film your child wherever he/she is happiest or most comfortable. For example, the backyard, bedroom, kitchen, park or grandparents’ home may be good locations - - but feel free to choose any appropriate location.
- Your child is not required to wear special clothing or a costume. However if your child is more comfortable in a super hero or princess outfit, that is acceptable.
- To better showcase your child, we recommend the child be alone in the video. However, the presence of another person, animal or props in the shot will not disqualify your Entry. Additionally, a third party release form must be signed by any additional person appearing in the video.
- If your child is continuing on beyond the 2-minute time limit, you may simply cut off the tape at the two-minute mark. There does not have to be a natural beginning or end to your Video Submission and such a structure will not affect the judging of the Entry.
- If your child wants to sit down to answer or stand up and demonstrate the answer, both are acceptable.
- If your child wants to do something out of the ordinary, like a handstand or a funky move, that’s acceptable too, provided the child does not engage in any type of dangerous behavior. Laughing and facial expressions are acceptable.

Requirements for Video Submissions. The following are *required* of all Entries:

- A. Submission may be no less than one (1) minute and no more than two (2) minutes in length, as measured by the Sponsor or the judges. The Submission may include a representation or image of Raggs branding, logos, characters or art. However, the inclusion of Raggs branding, logos, characters or art in a Submission will not, alone, influence the judging described herein. **Raggs LLC Limited License: You may use the Raggs branding, logos, characters or art for purposes of this Contest only.**
- B. **No Infringement:** The content of the Submission must not infringe third party rights by including, for example, the copyrights, trademarks or logos (such as company names, labels or symbols other than those of Raggs LLC) music, photographs, works of art, or images that have been created, distributed, aired or published by others, such as those on or in websites, television, movies, or other media outlets. **No full names, photos and/or likenesses of any person other than Participant may be included in the Video Submission without first obtaining permission from such person or his/her parent or legal guardian (as appropriate), and the Video Submission may not contain any other identifying elements of any person, living, or dead, without appropriate prior permission.**
- C. **For online Participants:** Participants who enter online are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit a Video Submission.
- D. Each Video Submission, whether submitted online or by mail, or on Participant's behalf by Sponsor's representatives at an Event, is subject to and must meet and abide by all Official Rules as well as the requirements set forth herein or it will be disqualified.
- i. The Video Submission must be in .avi, .mov, .wmv, .swf, or .mpg video file formats.
 - ii. The Video Submission may not exceed a file size larger than 10 MB;
 - iii. The Video Submission must be in the English language.

The Video Submission (if submitted online or by mail) must be the Participant's own, original creation, the sole property of Participant. No Video Submission may have been previously published or submitted in any other contest. Modifying, enhancing or altering a third party's preexisting work does not qualify as a Participant's original creation.

- E. **Authorizations from All Identifiable Persons in Submission.** By entering, a Participant represents and warrants that s/he has obtained written permission and all other necessary authorizations from any Third Party allowing use of such person's full name, likeness or voice in the Video Submission, and each Participant and Third Party (or such Third Party's parent/legal guardian if Third Party is a minor) agree to and do hereby assign all rights for usage to Sponsor. Participant may be required, at any time, to provide Sponsor with evidence of all such releases, assignments, written permission(s) and authorization(s) immediately upon request.

Assignment of Rights. By submitting an Entry, Participant represents and warrants (i) that s/he agrees to assign any rights s/he may have in and to the Video Submission to Sponsor, and forever releases and holds Sponsor harmless from and against any liability of any kind arising from or in connection with the use of the Video Submission, and (ii) that s/he agrees to be bound by these Official Rules and the decisions of the judges.

Content Restrictions: Content Restrictions include but are not limited to the following:

- i. content providing personally identifiable information about the child, the Participant or any Third Party, such as last name, address, phone number or any contact information;
- ii. content in violation of third party rights including, but not limited to: copyrights (including copyrighted music), trademark, right of publicity or any other proprietary rights;
- iii. content portraying libelous, defamatory, disparaging, tortuous or slanderous materials;
- iv. content portraying pornography, adult-oriented content or any other sexually-explicit material;
- v. content portraying lotteries or gambling;
- vi. content portraying explicit or offensive language or content;
- vii. content portraying violence;
- viii. content portraying imitations of people or characters from movie/shows, etc.;
- ix. content portraying discrimination;
- x. content portraying promotion of illegal activities;
- xi. content portraying tobacco, alcohol or drugs;
- xii. content portraying dangerous stunts;
- xiii. content portraying over- consumption of food and/or beverages;
- xiv. content portraying weapons of any kind including, but not limited to, guns, bombs, or knives;
- xv. content portraying material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, or local law, ordinance, or regulation;
- xvi. content that denigrates, disparages or reflects negatively on the Sponsor, or its show, its products or its employees, or on any other person, company, product, show or service;
- xvii. audio and/or visual content owned by any third party; and
- xviii. material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Video Submission is created.

If an Entry includes any of the prohibited elements listed above, the Entry will be disqualified, along with the Participant who submitted it.

Submission of an Entry grants Sponsor an unlimited, worldwide, perpetual right to publish, license to third parties, use, edit, adapt and/or modify the Entry in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without compensation or additional notice to the Participant. By submitting an Entry, each Participant further agrees that such Entry constitutes an assignment of all rights, title and interest, including but not limited to intellectual property rights, in and to such Entry to Sponsor and its designees. Sponsor may require Participant to execute documents to confirm this transfer of rights. Failure to do so may result in disqualification. Sponsor shall have the right, but not the obligation, to disclose any Video Submission to other persons and organizations, including without limitation, legal authorities.

Sponsor and/or its designees reserve the right to reject any Entry in its/their sole discretion. By submitting an Entry, Participant acknowledges that Sponsor has no obligations to Participant other than those contained in these Official Rules. By submitting an Entry, Participant warrants and represents that the Participant has not included any restricted content (see list of Content Restrictions above) in the Entry and has complied with all of the Video Submission requirements (see list of such Requirements above) with respect to such Entry.

3. Judging of Entries: The judging process will consist of two (2) phases. In the first phase ("Phase 1"), all Entries will be judged by qualified judges on the basis of the following criteria, each of which will be weighed equally:

- Conversational skill

Some factors that may be taken into account in judging the child based on this criterion include but are not limited to: the child's ability to process a question and form an answer; the child's comfort in expressing opinions; whether the child is talkative and/or confident; the child's ability to convey a point even if s/he appears to be shy; whether the child has a strong point of view; the child's demonstrated cleverness.

- Understandability

Some factors that may be taken into account in judging the child based on this criterion include but are not limited to: whether you can you clearly understand what the child is saying; whether the child does anything to help him/her be better understood; articulateness.

- Animation

Some factors that may be taken into account in judging the child based on this criterion include but are not limited to: whether the child is lively in movements or expression; the child's use his or her face, hands or body to help explain an answer or discuss an idea; child's use of inflection or other vocal means to highlight or emphasize a point.

- Ability to Entertain

Some factors that may be taken into account in judging the child based on this criterion include but are not limited to: the child's a ability or tendency to elicit amusement, enjoyment or emotional reactions in answering questions or expressing his/her thoughts; whether other children would enjoy the company of the child.

- Naturalness

Some factors that may be taken into account in judging the child based on this criterion include but are not limited to: whether the child was seen as a "*natural*" at interviewing or discussing ideas; whether the child is telegenic/photogenic; child's ease in discussion/self-expression; child's comfort in front of a camera.

On the basis of the above judging criteria, the judges, in Phase 1, will choose approximately two-hundred (200) children as Finalists in the contest (more or fewer Finalists may be chosen at the discretion of the judges). All Finalists will be included in the second phase of the judging process ("Phase 2"), as described below. In Phase 2, no more than one-hundred (100) Winners will be chosen to receive the prizes described in Rule 4, below. (Please note: Only Winners will receive prizes in this contest; no prizes will be awarded for solely being selected as a Finalist.)

All Entries in Phase 2 will be judged by qualified judges on the basis of the following criterion:

- Ethnic/Racial/Geographic Diversity

The final criterion the judges will apply in selecting the group of up to 100 winners will be the ethnic, racial and geographic diversity of the group as a whole. As stated previously, the Sponsor is looking for animated, talkative and clever children who represent a diverse sampling of everyday families in the country. To this end, Sponsor reserves the right to assemble, through the judging process, a group of children that best represents the diversity of children and families in our country based on race, ethnicity and geography.

Judging will be conducted throughout the Contest Period and as long thereafter as is necessary to judge the entries received by mail after the conclusion of the entry period. Phase 1 of the judging process is scheduled to conclude on or about July 2, 2009. Phase 2 of the judging process is scheduled to conclude on or about July 10, 2009. On the basis of the judging criteria in Phases 1 and 2, as described above, the judges will ultimately choose a maximum of one-hundred (100) children as Contest prize Winners. The judges may choose fewer than one-hundred (100) Winners depending on the quantity and (in their opinion) quality, of all Entries received. The Winners' names (first names and last initials) may be posted on the Web Site, may be announced on the Show, and will be available by mail request, as described below.

4. Prizes:

A maximum of one hundred (100) prizes will be awarded. Each prize Winner will receive the following:

- Trip for two (Winner and one parent (mother or father) or a legal guardian to Charlotte, NC sometime during the period August 7- 20, 2009 (as determined by Sponsor). Prize includes round-trip, coach class air transportation to Charlotte from the major airport nearest Winner's home (as determined by Sponsor), double-occupancy hotel accommodations for one (1) night, ground transportation in Charlotte between airport and hotel and between hotel and studio where Raggs taping sessions will take place, participation in a taping session with Dumpster the Cat and possibly other interviewees and/or Winners, and snacks while on set. The Sponsor may, but is not obligated to, include each Winner's taped session in a future installment of the Raggs series. The decision to include any Winner on the series will be made by the Sponsor only, in its sole discretion. **There is no guarantee that each Winner will appear on the Raggs series.**

Approximate Retail Value (ARV) of each prize package: \$1,000 USD (based on the inclusion of air transportation and hotel accommodations, and departure within the continental United States).

The actual retail value of the prize may vary, depending upon the place of departure and any fluctuations in airfare and any difference between the stated and the actual retail value of the prize will not be awarded. Tax liability for prize Winners will be based on the actual value. All prizes will be awarded on the Winners' behalf to their parents or legal guardians, who must comply with all prize claim requirements herein.

Each Winner and his/her parent or legal guardian must travel together on the same itinerary. Travel/accommodations restrictions may apply. Each Winner's parent/guardian will be notified of the scheduled date of the Winner's taping session, and each Winner must be available to travel to Charlotte with his parent/guardian on the specified date, or the prize may be forfeited at Sponsor's sole discretion, and awarded to an alternate Winner from among the remaining Finalists on the basis of the results of the Phase 2 judging. Air transportation will **not** be provided as part of the prize if a prize Winner resides within two hundred (200) miles of Charlotte, NC. If Winner does reside within two hundred (200) miles of Charlotte, NC, then in lieu of air transportation, the Winner's parent or legal guardian will receive a \$100 travel

allowance in the form of a check at the studio upon completion of the interview process. For such Winners, accommodations will not be provided; however, all other components of the prize package besides air transportation and hotel will be provided as described above. No other compensation of any kind or amount (e.g., for the difference in value between the air transportation and hotel stay and the travel allowance) will be provided to such prize Winners. Sponsor reserves the right to re-schedule the Winners' taping sessions due to changes in the Sponsor's production schedule or for any circumstances beyond the control of the Sponsor.

All prizes must be accepted in the manner described herein; otherwise, (a) the potential prize Winner will forfeit all rights to receive and use the Prize (and all components thereof); (b) Sponsor shall be relieved of any and all further obligations or liability to such potential prize Winner; and (c) Sponsor shall have the right (but not the obligation) to select an alternate potential prize Winner from among the remaining Finalists on the basis of the Phase 2 judging results. The prize trip may not be combined with any other offer(s), and travel may not qualify for frequent flyer miles. All travel arrangements will be made through Sponsor's agent. If a Winner's parent/guardian wishes to travel to the taping with additional family members or friends, s/he may do so, and Sponsor, in its discretion, may but is not obligated to agree to make the related travel arrangements; however, Winner's parent/guardian is solely responsible for paying all expenses and costs above and beyond those that are included in the prize.

Total ARV of all prizes in this Contest: \$100,000 USD (based on the awarding of 100 prizes and inclusion of air travel and hotel in each prize, and departures from within the continental U.S.) Actual total number of prizes awarded and total prize value may vary as noted previously.

Each Winner is responsible for any and all costs not specified above as being included in the prize, including but not limited to meals, tips, spending money and other ground transportation. **All state, federal and local income taxes on prizes are solely the responsibility of the Winners.**

No prize substitutions, cash redemptions or transfers allowed except as provided herein. Sponsor may substitute a prize (or prize component) of equal or greater value if the advertised prize (or component thereof) becomes unavailable.

All Entries/Participants are subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules before any prize will be awarded.

5. Winner Notification:

(Please note: Only those Participants whose children were selected as Winners will receive notification of their selection; Participants whose children were selected as Finalists will not be notified of their selection.) By or about July 10th 2009, Raggs LLC, the Contest Sponsor ("Sponsor") will notify each Participant whose child was selected as a Winner by email, telephone and/or postal mail. The Participant or the child's other parent/legal guardian will be required to sign and properly execute an assignment of all rights, including but not limited to intellectual property rights, in and to the Video Submission to Sponsor, an affidavit of eligibility, liability release, and where legal, consent to publicity about said Participant and his/her child, and provide evidence of Third Party assignments and releases (in the language and format mandated by Sponsor) and return all required documents within seven (7) days of first written notification or the potential prize Winner may be disqualified and the prize may be awarded to an alternate Winner from among the remaining Finalists on the basis of the Phase 2 judging results .

If a prize is not claimed in accordance with these Official Rules, or if any prize notification or documentation is returned as undeliverable, or if a Participant (or the winning child's other parent/guardian) fails to properly execute and return all required documents described herein, the corresponding prize will be forfeited and may be awarded to an alternate Winner from among the remaining Finalists on the basis of the Phase 2 judging results. **Sponsor reserves all rights, including the right to edit, publish, use, adapt or modify the content of any Entries, whether winning Entries or not, for advertising and promotional purposes in commerce and in all media worldwide (including, without limitation, the Internet) without limitation, approval or additional notice or compensation, except where prohibited by law.**

6. **Exclusions from Participation.** The following persons are NOT eligible to participate or win in the Contest: Employees, officers and directors of Sponsor, any stations affiliated with Raggs or Raggs LLC, their respective parent companies affiliates, subsidiaries, related companies, suppliers, agents, advertising and promotion agencies, anyone involved in the creation, execution or fulfillment of this Contest (including without limitation the judges) and members of the immediate families (defined as parents, grandparents, siblings, children, grandchildren and spouse, and each of their respective spouses, regardless of where they reside) and/or households (whether related or not) of any of the above.
7. **General:** Participation constitutes Participant's full and unconditional agreement to these Official Rules and the decisions of the judges and Sponsor, which are final and binding in all matters related to the Contest. Participants will be disqualified if they fail to abide by these Official Rules. Participants in the Contest assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/ submitted to Sponsor or created for submission to Sponsor, and agree that any prize awarded is awarded upon the condition that Sponsor, its affiliated stations, judges, and promotion/advertising agencies, and each of their respective parent companies, affiliates and subsidiaries, and the officers, directors, partners, principals, partnerships, employees and agents of each of the foregoing, shall have no liability whatsoever for, and shall be held harmless from and against, any injuries, losses or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a prize, or participation in this Contest or participation in any Contest-related or prize-related activities, and further acknowledge that said parties, to the extent allowed by law, have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. As a condition of entering, Participants agree that (1) under no circumstances will Participant or his/her child be permitted to obtain awards for, and Participant hereby waives, all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) the Contest will be governed by the laws of the State of North Carolina, without regard to conflicts of laws principles, and all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action and shall be brought in a court of competent jurisdiction in the State of North Carolina applying North Carolina law; and (3) 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 attorney's fees. **SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITY LISTED ABOVE, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR PROHIBITIONS REGARDING SUCH LIMITATIONS AND EXCLUSIONS.**

Sponsor, its parent company, subsidiaries, promotion/advertising agencies, judges, videographers suppliers of promotional materials and any of their respective affiliates, and the officers, directors, partners, principals, partnerships, employees and agents of each of the foregoing, are not responsible for typographical errors, security, technical, hardware, software

or telephone failures of any kind, lost or unavailable network connections, fraud by any Participant, incomplete, garbled or delayed computer transmissions, or un-delivered, lost, late, damaged, misdirected, incomplete, postage-due or illegible mail or Entries, whether caused by Sponsor, Participant or by any of the equipment or programming associated with or utilized in the Contest or by technical or human error which may occur and/or which may damage a user's computer system or limit a Participant's ability to participate in the Contest and/or receive a prize in the Contest, or any virus, bugs, non-authorized human intervention or other causes that may corrupt or impair the administration, prize claim process, security, fairness or proper play of the Contest. By accepting a prize, each Winner's parent/guardian agrees that Sponsor may use Winner's first name/last initial, likeness, photograph and/or limited biographical information, without limitation, for promotional purposes in all media worldwide without further notice, consideration or payment, except where prohibited by law.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Contest should (in the Sponsor's opinion) human error, virus, bugs, non-authorized human intervention, fraud or any other causes corrupt or affect the administration, security, fairness, publicity, or proper conduct of the Contest. In such case, the judges will select the Finalists and the ultimate Winners from among all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor based on the judging criteria stated herein. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds (in the Sponsor's opinion), to be tampering with the entry process or the operation of the Contest or Web Site. Sponsor may prohibit a Participant from participating in the Contest, or Participants child from winning a prize, if it determines (in the Sponsor's opinion) that said Participant is attempting to or has attempted to undermine the legitimate operation of the Contest by cheating, fraud, deception, or other unfair practices or by intending to annoy, abuse, threaten or harass any other persons or entities, including without limitation, Sponsor, any other Entrants, the judges or Sponsor representatives.

8. **Privacy Policy:** By entering, each Participant agrees to the Raggs LLC Privacy Policy and terms of use at www.Raggs.com/privacy.html
9. **Winners List:** For a list of Winners, send a self-addressed, stamped #10 business-size envelope to: Raggs LLC, Attn: Raggs Rockin' Kids Search Contest Winners, 1618 Camden Road, Charlotte, NC 28203. Requests must be received by August 31, 2009.

Sponsor: Raggs LLC, 1618 Camden Road, Charlotte, NC 28203
Administrator: David Kessler & Associates, Inc., 391 Castlewood Lane, Buffalo Grove, IL 60089.