

T-shirt Contest Disclaimer:

All entrants (except the winning entrant) acknowledge by entering this Contest that any T-Shirt designs created and submitted as part of this Contest cannot be used by the entrants (or others) for any other commercial purpose whatsoever other than to enter this Contest or for their own personal portfolio until the annual events are over end of year 2010. The winning entrant cannot use the design for commercial purposes, as described below. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by these rules including the decisions of the judges, which decisions shall be final and binding upon all Contestants. Entrants release and hold harmless the Contest and Contest Sponsors and any Internet access providers, and their respective divisions, affiliates, related companies, directors, officers, agents, employees and all others associated with the development and execution of this Contest, from and against any and all liability with respect to or in any way arising from this Contest. The Sponsors are not responsible for entries which are lost, misdirected or delayed for any reason whatsoever including, but not limited to: technical malfunctions; human error; corrupted data transmission; interruption, deletion, defect or line failures of any telephone network, computer equipment, software or any combination thereof; CDs which are submitted by entrants which are defective or made incorrectly; any inability to access the site; or damage to a user's system occasioned by participating in the Contest. Sponsors are not responsible for lost, late, mutilated, misdirected, illegible, incomplete or postage-due mail of entries or if they violate third party rights or are otherwise not in compliance with these rules. Online entrants must provide a valid email address. In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. No responsibility will be taken for any failure of the Contest website, or for any problems or technical malfunctions of a telephone network or lines, computer on-line systems, servers, access providers,

computer equipment, software, failure of any entry to be received by the T-shirt Contest on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer or property related to or resulting from downloading any material. The Contest committee reserves the right, in their sole discretion, to cancel or suspend this Contest should any cause beyond the reasonable control of the Contest committee corrupt the security or proper administration of the Contest.

Entrants hereby represent and warrant that all of the artwork included in their T-Shirt designs are wholly original and that no design elements have been copied from any other source or otherwise violate any third party rights. The East Falls Development Corporation will not be responsible or held liable for any artwork which is included in any submitted materials which have been copied from any other source.

The Winning Design: All entrants to the Contest acknowledge that the T-shirt Design Contest and the East Falls Development Corporation will own all results and proceeds including all copyright in and to the winning T-Shirt design (the "T-Shirt design") submitted hereunder. To the extent entrant owns same and to the extent said rights are assignable in their jurisdiction, entrant hereby assigns such rights to the T-shirt Contest and the East Falls Development Corporation **for the entire year 2010**. For greater certainty, for the duration of copyrights in the T-Shirt design, all entrants to the Contest hereby assign all copyright in and to the T-Shirt design, should it be the winning design, and grant to the East Falls Development Corporation, and its affiliates, subsidiaries, assignees, licensees, and legal representatives, a worldwide, nonexclusive, royalty-free, irrevocable, right and license to (a) use, reproduce, distribute, store, transmit, broadcast, publish and publicly display the winning T-Shirt design, in whole or in part, and in any format and in any medium whatsoever known or as yet unknown as of the

date hereof, including without limitation T-Shirts and other promotional items used by the Contest (Including but not limited to, stickers, sweaters, hoodies, hats, etc. and all media used in the computer environment (b) modify, reformat, adapt and create derivative works based on the T-Shirt design . Entrant waives, wherever and to whatever extent such a waiver is valid, any and all moral rights in and to the T-Shirt design created hereunder. Entrant acknowledges that the East Falls Development Corporation may commercially exploit the T-Shirt design in any manner it deems fit, with or without entrant's name, now or hereinafter invented, without territories limitations, and that entrant shall not be entitled to any payment of any kind as a result of such exploitation. Entrant hereby agrees to indemnify the Contest and Contest Sponsors from any and all breaches of this section and any liability, costs or expenses associated therewith. All decisions of the judging panel are final. The chances of being selected depend upon the decisions of the judging panel. This Contest is subject to all applicable federal, provincial, state and municipal laws and regulations. No correspondence will be entered into except with the Selected Entrants. Selected Entrants will be notified by the East Falls Development Corporation. By entering this Contest, except where prohibited by law, the Entrants consent to the use of their name and their designs, without compensation, in any publicity carried out by the East Falls Development Corporation, www.eastfalls-pa.com, in connection with the Contest in any and all media without territorial or time limitations, and they waive all rights with respect to printed, broadcast and other publicity.