

Mimi the Sardine Customer Photo Contest Rules

Enter photographs in the following format:

- △ JPEG
- △ 300 or more DPI
- △ Featuring a child model and a product from our current line

1. **Disclosure; Submission Period**

No donation, purchase, or obligation of any kind by the entrant is necessary to win. (However, free products will not be provided or loaned out for the purpose of this contest). Any donation or purchase made by you will not increase your chances of winning. The Mimi the Sardine Customer Photo Contest begins at 12:00 a.m. Pacific Standard Time on January 26, 2010 and ends at 5:00 p.m. EST on February 28, 2010 (the “Submission Period”).

2. **Eligibility**

Open to professional and nonprofessional photographers 18 years of age or older.

3. **To Enter**

To enter submit your photograph to lisa@mimithesardine.com during the Submission Period and sign this document. You may enter as many photos and stories as you would like in the contest.

Any entry will be deemed ineligible if it is illegible, incomplete, if it fails to meet the required specifications, if it is received before the Submission Period begins or after it ends, or for any other reason at the sole discretion of Mimi the Sardine. By entering the contest, you warrant that your entry is original, that you are the sole owner and copyright holder of your entry, and that you have not granted exclusive rights to all or part of your entry to any other person or entity. You also warrant that your entry does not invade the right of privacy of any individual; does not infringe any trademark, trade name, trade secret, intellectual property right, or other common law or statutory right; nor does it contain any material that might be deemed offensive or obscene, or that otherwise violates any criminal prohibition or the personal or proprietary rights of any person or entity.

All entries shall become the property of Mimi the Sardine when received and shall not be returned.

4. **How the Winner Will Be Determined**

The judges at Mimi the Sardine will select the photos they deem the winners and post them on their website, contact the winners, and give them their prizes.

5. Prizes

\$200 worth of Mimi the Sardine merchandise (of the winner's choice), and the publication of their photo on our blog, Facebook page, website, and marketing materials.

6. Winner Notification/Prize Claims

The Winners, Runners-Up, and Finalists will be selected by March 15, 2010, and will be notified by telephone and/or email by March 22, 2010. In the event that a Winner is unable to accept a Prize, an alternate Winner will be selected. The Winner may be required to complete and sign an Affidavit of Eligibility and Liability Release, and, where legal, a Publicity Release, all of which must be returned within 30 days of attempted prize notification or the prize will be forfeited and awarded to an alternate winner. In the event of noncompliance with these Rules, or if a Prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner.

7. Additional Terms

By accepting a prize, the Winner consents to Mimi the Sardine's use of his or her photos and/or biographical information for promotional and other purposes related to the 2010 or any future Mimi the Sardine Customer Photo Contest without additional compensation, except where prohibited by law. The Winner, by acceptance of any prize, acknowledges compliance with these Rules and agrees to release Mimi the Sardine ("Releasees") from and against any claim or cause of action arising out of participation in the Mimi the Sardine Customer Photo Contest or the receipt, redemption, or use of any prize, including any injuries or damages of any kind sustained in connection with the use, acceptance, possession, or awarding of any prize.

By entering the Contest, you agree to grant to Mimi the Sardine, its legal representatives, successors, and assigns the nonexclusive right and permission to use, modify, adapt, reproduce, publish, and distribute your entry, or any portion thereof, including your photo, throughout the world, in any printed form and by any kind of mechanical or electronic or any other method or device of reproduction, publication, and distribution known or later developed, during the full term of the copyright, and without notification or payment. Mimi the Sardine agrees that it will never sell your entry or rights in your entry to any individual or entity.

8. Limitation of Liability

Releasees are not responsible for printing, typographical, human or other errors of any kind in any contest-related materials or for stolen, lost, late, misdirected, damaged, incomplete, or illegible entries. If, for any reason, the Mimi the Sardine

Customer Photo 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 Mimi the Sardine Customer Photo Contest, Mimi the Sardine reserves the right at its sole discretion to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the Mimi the Sardine Customer Photo 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.

9. **Sponsor**

Mimi the Sardine is the sole sponsor of the Contest.