

## Official Rules

Contest is available worldwide. This Contest is governed by the laws of the United States. CONTEST IS VOID WHERE PROHIBITED

1. How to Enter. To enter the Contest, log onto [Facebook.com/Appular](https://www.facebook.com/Appular) and thoroughly read the Official contest banner. We want to see which one of Exclusion Zone: AAW's beloved fans, has what it takes fend off at least 100 enemies in one sitting. Appular will randomly choose (3) participants who fill out our "contest form" to receive \$50 Visa gift cards. Entry information shall be collectively referred to herein as the "Submissions" or each as a "Submission." Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, you, the entrant warrant and represent the following with respect to their Submission: (a) You are the sole and exclusive owner of the Submission; (b) Your submission is 100% original, is not altered in any way, shape, or form and does not infringe upon any third party copyrights; (c) You, the entrant, also hereby assign all rights to and in your Submission to Sponsor and understand that Sponsor may use your Submission for any lawful purpose whatsoever without further compensation to you.

All participants must have a valid e-mail address, which must remain active and accept messages from Sponsor throughout the Contest Period and for a reasonable amount of time thereafter for potential notification purposes. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins at 12:00 PM on Tuesday, December 7, 2010 and ends at 1:00 PM Eastern Time on Tuesday, December 21, 2010 ("Contest Period").

3. Eligibility. Participation open to participants worldwide. Void where restricted by law. Employees, officers & directors of Appular LLC ("Sponsor") and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) and members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

4. Judging/Judging Criteria. All Submissions will be judged by the app's developers that have the required knowledge and experience to apply the judging criteria. Judges reserve the right, in their sole and absolute discretion, to disqualify any Submissions that are inappropriate for any reason, including without limitation, for any Submission that may harm Sponsor's reputation or products. Grand Prize Winners are each subject to verification. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Prizes. Three (3) Grand Prizes: A \$50 Visa Gift Card. Total approximate retail value ("ARV") of all Prizes: \$150.00 + applicable taxes. Apple Computer, Inc. is not a sponsor or participant in this promotion and makes no endorsement, either express or implied, in connection with this promotion. iTunes® is a

registered trademark of Apple Computer, Inc. All rights reserved. iTunes® gift card is subject to the terms and conditions of Apple Computer, Inc. and/or the issuer. Prizes are non-transferable. No substitutions or cash redemptions. If in the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value.

6. Notification. Winners will be notified by e-mail or Facebook and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of prize notification. If any winner is considered a minor in his or her home state, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

7. Conditions. Sponsor shall not be liable or responsible in the event Submissions are not used for any reason. Entries (including winners' Submissions) may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity or merchandise delivery and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address or Facebook account submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address or account by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any attempted form of entry other than as set forth in Rule 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its

sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. 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 Contest or website. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by November 1, 2010 to: Appular LLC.

255 West 36th St. New York, NY, 10018

11. Sponsor: Appular LLC.