

**“GOOGLE LUNAR X PRIZE T-SHIRT DESIGN COMPETITION”
OFFICIAL RULES**

Sponsored by X PRIZE Foundation

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE AN ENTRANT’S CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Sponsor. This Contest is sponsored by X PRIZE Foundation (“**Sponsor**”), 1441 4th Street, Suite 200, Santa Monica, CA 90401.
3. Voting Entry Period. “Google Lunar X PRIZE T-Shirt Design Competition” (the “**Contest**”) commences at 12:01:00 AM (Pacific Time) on August 6, 2008 and ends at 11:59:59 PM (Pacific Time) on August 19, 2008 (the “**Contest Period**”). All entries must be received by 11:59:59 PM (Pacific Time) on August 19, 2008.
4. Contest Overview. Persons entering this Contest (“**Entrants**”) will submit, in accordance with these Official Rules, graphic designs for a T-shirt which is, in their view, the best representation of the Google Lunar X PRIZE competition (“**Lunar Prize Competition**”). See <http://www.googlelunarxprize.org> for a description of the Lunar Prize Competition. The designs will be judged, as described below, and a First and a Second Place Winner will be selected at the close of the Contest Period.
5. Eligibility. This Contest is open to legal residents of the fifty United States (excluding its territories and possessions) and the District of Columbia. Entrants must be at least 13 years of age or older at time of entry. Entrants under age 18 must have the permission of their parent or legal guardian. Employees (and their immediate families, i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of X PRIZE Foundation and Google, Inc. and their respective affiliated companies, subsidiaries, advertising agencies and marketing companies (collectively, “**Sponsor Entities**”) are not eligible to enter the Contest. Void where prohibited or restricted by law. By participating in this Contest, Entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, which are final in all matters relating to the Contest.
6. To Enter. Visit the Sponsor’s website at <http://www.googlelunarxprize.org> (the “**Site**”) and complete the Contest registration form. As part of completing the registration form, each Entrant must upload his or her design (“**Design**”) for a T-shirt, which complies with the terms of these Official Rules. The Registration form and the Design together comprise the “**Entry**”. A maximum of one Entry per Entrant per day will be accepted. Any additional Entries beyond that amount will be ruled ineligible and disqualified. At Sponsor’s discretion, should an Entrant repeatedly and/or egregiously ignore the one-Entry-per-day rule, such Entrant may be entirely disqualified from the Contest and all Entries from the Entrant may be ruled ineligible and disqualified. Sponsor will rely on

information from the service provider as to the name on the account of the email account used to submit the Entry in case of ambiguity. All Entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Only fully completed Entries are eligible. By providing Entrant's email address, Entrant grants Sponsor the right to send Entrant commercial email messages from Sponsor only, unless otherwise indicated.

Each Design must be original. It must be the sole creative work and idea of the Entrant who submitted it and must not incorporate ideas or work of any other person. The Design must not infringe on any trademark or copyright of any other person, firm or entity, save as otherwise specifically permitted herein. By entering the Contest and submitting a Design, the Entrant is making the foregoing representations and warranties, on which the Sponsor is relying. Violation or breach of these representations or warranties will cause an Entrant to be disqualified and may subject the Entrant to penalties and damages under The Copyright Act. The Designs may not use the logos of Google, Inc., X PRIZE Foundation or the Google Lunar X PRIZE. Use of the words or phrases "Google", "X PRIZE", and "Google Lunar X PRIZE" are permissible. Designs may be submitted in any of the following file formats: JPG, GIF, PNG, BMP, PDF, PDS or TIF. No other file formats are acceptable. Maximum acceptable file size is 8 MB. Minimum image resolution required is 300 DPI. Maximum image dimension permitted is 10 inches by 10 inches. An easy-to-use template is provided by CafePress.com at http://www.cafepress.com/content/si/temp_10x10_apparel.zip, although use of this template is not required and will have no outcome on the judging. All Entries submitted in accordance with these Official Rules shall be hereinafter referred to as "**Eligible Entries**".

7. Odds. There is one First Prize and one Second Prize. The odds of becoming a winner depend on the number of Eligible Entries received.
8. Prizes. The following prizes ("**Prize**" or "**Prizes**") will be awarded:
 - One (1) First Prize, consisting of a \$250 CafePress.com gift certificate, and
 - One (1) Second Prize, consisting of a \$100 CafePress.com gift certificate

The Prizes may only be used to purchase items on the www.cafepress.com website. They are nontransferable and may not be resold. Any remaining balance after a purchase will be placed in the Winners' gift certificate accounts. The Prizes do not have maintenance or dormancy fees and do not expire. The Prizes have no cash value and may not be converted to cash. The Prizes are subject to the Gift Certificate Terms and Conditions maintained by CafePress.com, which may be viewed at http://cafepress.com/cp/members/giftcertificates/product_details.aspx, and which may be changed from time to time by CafePress.com by posting the revised Gift Certificate Terms and Conditions on www.cafepress.com website. The Prizes and their use are also subject to the CafePress.com Terms of Service and Privacy Policy.

9. Judging Criteria. The Winners will be selected based on the following criteria, keeping in mind this is a competition for a T-shirt design:

- best representation of Lunar Prize Competition 40%
- most creative design 40%
- originality..... 20%

The Eligible Entries will each be scored by three judges, consisting of one representative from Google, Inc. and two representatives from X PRIZE Foundation. The sum of the scores of all three judges will be deemed the score of the Entry. The Eligible Entry receiving the highest score will win the First Prize and the Eligible Entry with the second highest score will win the Second Prize, provided that no person may win more than one Prize and, if necessary, the Eligible Entry with the third highest score will win the Second Prize. In the event of a tie score, the Entrant with the highest aggregate score under the criteria “best representation of Google Lunar X PRIZE Competition” will break the tie. In the further event of a tie, the Entrant submitting his or her Eligible Entry closest to the time the Contest Period begins, as determined by the Sponsor’s receipt of the upload of the Entry, will break the tie. The decision of the judges are final and nonappealable.

10. Prize Winner Notification Verification. The potential Prize Winners will be notified via email at the address listed on their registration form. Each potential winner must prove eligibility, including, without limitation, proof of age and residence upon notification as a potential Prize Winner. In the event of non-compliance by a potential Prize Winner, such potential Prize Winner shall be disqualified and all privileges otherwise due as a Prize Winner shall be terminated and an alternative potential Prize Winner may be awarded the Prize in the Sponsor’s sole discretion. The Prize Winner must sign upon notification and acceptance of Prize (a) an affidavit of eligibility and release of Sponsor and their officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest directly or indirectly from acceptance, possession, or misuse of any Prize or participation this Contest to be eligible for the Prize. Entry into this Contest constitutes agreement to sign such affidavit. Prize Winner also must acknowledge that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prize and that Prize Winner will be responsible for obtaining and paying for any form of insurance relating to the Prize. Prize Winner must also complete any additional legal documents provided by Sponsor with respect to the Prize and return them as instructed within the time frame specified by Sponsor or Prize Winner may forfeit Prize at Sponsor’s sole discretion. In the event a Prize Winner has not reached the age of majority in his or her state of residence, the Sponsor may require the Prize Winner’s parent or legal guardian to execute such documents on behalf of the Prize Winner.

11. General Prize Terms. All costs and expenses not specifically listed above, including, without limitation, sale or use tax, shipping and handling charges to be incurred in connection with redemption of the Prize are solely Prize Winners’ responsibility. The

value of the Prizes will be taxable to Prize Winner as income. Prize Winners must supply Sponsor with his/her social security number for tax purposes. Upon entry into the Contest, Prize Winners (as well as all other Entrants) are required to comply with any and all applicable federal, state and local laws, rules and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely the Prize Winner's responsibility. The Sponsor shall have no responsibility or obligation to the Prize Winners or potential Prize Winners who are unable to accept or utilize Prize as described herein.

12. General Terms. Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS A PRIZE WINNER AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled Entries or failure to receive Entries, including, without limitation, any injury or damage to Entrant's or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prizes and the Prize Winners. If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or to determine the Prize Winners in its sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other online or text message Entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software – generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in

connection with this Contest. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

13. Indemnification. By entering, Entrants and Prize Winners agree to hold harmless and indemnify officers, directors, partners, members, shareholders, employees and agents of Sponsor, and each of its respective parent companies, subsidiaries, affiliates, advertising and promotional agencies from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) Entrant's participation in the Contest, including, without limitation, the breach or violation of Entrant's representations and warranties concerning his or her Design; and/or (ii) the receipt, redemption or use of the Prizes awarded in the Contest, including, without limitation, products purchased with redemption of the Prizes themselves. Entrants agree to release all rights to bring any claim, action or proceeding against Sponsor Entities, further covenant not to sue Sponsor Entities and hereby acknowledge that neither Sponsor nor any Sponsor Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes. Where permitted by law, in consideration for being awarded a Prize, Winners hereby agree and consent, without further authorization, compensation or remuneration of any kind, to the use of their names and/or likenesses in any and all advertising, promotions and other publicity conducted by Sponsor.
14. Request for the Names of the Prize Winners and Official Rules. For the name of the Prize Winners and/or Official Rules, send a self-addressed stamped envelope to:

X PRIZE Foundation
1441 4th Street
Suite 200
Santa Monica, CA 90401

All requests for a copy of the Official Rules and for the names of the Grand Prize Winners must be made by August 19, 2010. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Prize Winners". Vermont residents may omit return postage.

15. Use of Data. Sponsor will be collecting personal data about participants online, in accordance with Sponsor's privacy policies. Please review the Sponsor's Privacy Policy and Terms and Conditions at <http://www.googlelunarxprize.org>. By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal

information and acknowledge that they have read and accepted Sponsor's Privacy Policy and Terms and Conditions.

16. Sponsor. This Contest is sponsored by X PRIZE Foundation.