

**MENDELSON MEDIA, LLC  
OFFICIAL PROMOTION RULES**

**U.S. RESIDENTS ONLY NO PURCHASE NECESSARY**

**VOID WHERE PROHIBITED BY LAW**

**1. ELIGIBILITY**

The sweepstakes (the "Promotion") is open to anyone who is at least eighteen (18) years old, and a legal resident of the United States logging onto the Internet from the United States. Do not proceed in this Promotion if you are not at least 18 years old and a legal United States resident located in the United States at the time of entry.

Employees, Officers, Directors, agents, representatives, and their immediate family (defined as parents, spouse, children, siblings, and grandparents) and household members, of Mendelsohn Media, LLC. (collectively referred to herein with its parents, affiliates and subsidiaries as "Mendelsohn Media") are **NOT ELIGIBLE**.

It is not necessary to purchase any products or to subscribe to any paid Internet services in order to participate in the Promotion.

**2. TO ENTER**

To enter online for this Promotion, complete the Mendelsohn Media registration form on the Mendelsohn Media Network (the "Website") at [www.hemagazine.com](http://www.hemagazine.com). Each eligible entrant will only receive one chance to win. All entries must be submitted and received by Mendelsohn Media on or after the beginning date January 19, 2009 and time 12:01am for the Promotion, and on or before the ending date March 1, 2009 and time 11:59pm for the Promotion. There is a limit of one entry per person or email address.

All entries become the exclusive property of Mendelsohn Media, and it reserves the right to limit the number of entries in the Promotion for any or no reason and at any time.

**3. SELECTION AND NOTIFICATION OF WINNERS**

All winners will be drawn at random by Mendelsohn Media within thirty (30) business days following the end of the Promotion from among all eligible entries received. Odds of winning depend on the number of eligible entries received. In the event of a dispute regarding who submitted the online entry, the entry shall be deemed submitted by the "Authorized Holder" (as defined below) of the email account. Winners may be requested to provide Mendelsohn Media with proof that such person is the "Authorized Holder" of the email address associated with the winning entry. The "Authorized Holder" shall mean the natural person assigned to an email address by an Internet access provider,

on-line service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address (e.g., business, educational institution, etc.).

The winner will be notified by e-mail and/or telephone (the "Notification") within five (5) days after the determination. If a winner is unreachable via email or telephone within five (5) days after the Notification is sent, Mendelsohn Media will select an alternate winner.

Entrants grant to Mendelsohn Media royalty free, and as a precondition to being permitted to enter into the Promotion, the right for Mendelsohn Media to use and publish their proper name and State of residence, online and in print, or in any other media, in connection with the Promotion, or any promotions related thereto, unless prohibited by law. Unless prohibited by law acceptance of a prize constitutes permission for Mendelsohn Media and its advertising and promotional agencies to use winners' names, voices, and likenesses for advertising and promotional purposes without additional compensation.

#### **4. PRIZES**

The following prize(s) will be awarded in this Promotion:

Star Wars Speeder Bike with Scout Troop 1:4 Scale Replica

---

---

A prize is not transferable. Substitution or cash redemption of prizes is not permitted, except at the election of Mendelsohn Media. Mendelsohn Media reserves the right to substitute a prize of equal or greater value if the prize cannot be awarded for any reason. All taxes, fees and surcharges on prizes are the sole responsibility of winner. An entrant who wins one weekly prize will be ineligible to win additional weekly prizes.

#### **5. CONDITIONS**

This Promotion is governed by these Official Rules. By participating in the Promotion, entrants acknowledge the agreement to abide by the Official Rules, and understand that the Promotion's results are final in all respects. All decisions regarding the Promotion, including, but not limited to, selecting winners and awarding prizes, will be made by Mendelsohn Media. The decision of Mendelsohn Media will be deemed to be final and binding.

The winner will each be required to complete, execute and notarize an affidavit of eligibility and release of liability and, where permitted by law, a publicity release. Each winner's affidavit and release(s) must be signed and returned to Mendelsohn Media within five (5) days after the forms are provided by Mendelsohn Media; if a winner fails to return to Mendelsohn Media his/her/its affidavit and release(s) within such five (5) day period,

such winner's prize will be forfeited and awarded to an alternate winner selected at random from all eligible entries. If any prize or prize notification is returned as non-deliverable, the winner will be disqualified and another winner will be selected in the original winner's place.

Mendelsohn Media may prohibit any entrant from participating in this Promotion or any future promotion if, in the sole discretion of Mendelsohn Media, such entrant: (i) has tampered with the entry process or the operation of the Promotion or Website; (ii) shows a disregard for the Official Rules; or (iii) acts in an unsportsmanlike manner with an intent to annoy, abuse, threaten, or harass Mendelsohn Media or any other entrant; or in any other disruptive manner.

The Promotion, and all promotions relating thereto, are subject to all Federal, State, and local laws and regulations. The Promotion, and any matters relating thereto, including the interpretation of these Official Rules, are governed by the laws of the State of California, and, by submitting an entry form, each entrant submits to the personal jurisdiction of California.

## **6. COPYRIGHT, LICENSES AND SUBMISSIONS**

All information, software, HTML, graphics or other material (collectively the "Content") on the Website are protected by U.S. and International copyright and trademark laws and may not be copied or reproduced without the express written permission of Mendelsohn Media, with the sole exception of copying, downloading or printing one copy of the material on one computer for your own personal, non-commercial use only. The Content (such as contest listings) is copyrighted as a collective work under U.S. copyright laws, and Mendelsohn Media owns a copyright in the selection, coordination, arrangement and presentation of such Content.

Use of any of the Content on the Website for any other purpose than your own personal, non-commercial use is strictly prohibited.

**NO ENTRANT MAY MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, ENTER INTO A DATABASE, CREATE DERIVATIVE WORKS, OR DISTRIBUTE, IN WHOLE OR IN PART, IN ANY MANNER, THE CONTENT ON THE WEBSITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.**

## **7. LIMITATIONS OF LIABILITY**

Each entrant acknowledges and agrees as a condition to entering into the Promotion that, Mendelsohn Media is not responsible for any incorrect or inaccurate information or entry of information, whether caused by Website users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of entries in the Promotion. Mendelsohn Media assumes no responsibility for any error, omission, interruption, deletion, defect, delay in

operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of, entries. Each entrant also acknowledges that Mendelsohn Media is not responsible for any problems, errors or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, or software, or any failure of email on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to entrants or to any other person's computer related to or resulting from participating or downloading materials in this Promotion. Further, if for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Mendelsohn Media which corrupt the administration, security, fairness, integrity or proper conduct of the Promotion, Mendelsohn Media reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and to randomly award the prizes from among all eligible entries received prior to such action being taken. Mendelsohn Media is not responsible for late, lost, illegible, incomplete, stolen, misdirected, damaged or postage due entries.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, MENDELSON MEDIA RESERVES THE RIGHT TO SEEK DAMAGES AND PROSECUTE ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**ENTRANT FURTHER ACKNOWLEDGES THAT AS A PRECONDITION TO ENTERING INTO THE PROMOTION THAT IN NO EVENT WILL MENDELSON MEDIA BE LIABLE TO THE ENTRANT FOR: (1) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, OR DOWNLOADED FROM THE WEBSITE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE WEBSITE, OR DOWNLOADED FROM THE WEBSITE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE-EVEN IF MENDELSON MEDIA OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (2) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE WEBSITE.**

**EACH ENTRANT IS ADVISED THAT BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE ENTRANT. IN SUCH STATES, LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

## **8. INDEMNIFICATION AND RELEASE**

**BY PARTICIPATING IN THE PROMOTION, AND ANY MATTERS RELATING THERETO, EACH ENTRANT AGREES TO RELEASE AND HOLD MENDELSON MEDIA AND/OR ITS AFFILIATE(S), EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, EITHER DIRECTLY OR INDIRECTLY RELATED TO OR ARISING FROM THE PROMOTION OR FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE. EACH ENTRANT. FURTHER, EACH ENTRANT ACKNOWLEDGES THAT SUCH PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PROMOTION OR ANY PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **9. RIGHT TO DISQUALIFY**

**MENDELSON MEDIA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DISQUALIFY ANY ENTRANT/PARTICIPATE IN THE PROMOTION IF IT SHOULD FIND THAT INDIVIDUAL OR ENTITY IS IN VIOLATION OF THESE OFFICIAL RULES AND/OR THE RULES OF THE WEBSITE.**

## **10. COMPUTER VIRUSES, ETC.**

If for any reason, in the sole opinion of Mendelsohn Media, this Promotion is not capable of running as planned due to infection to computer virus, bugs, or other failures, corrupt or affect the administration, fairness, or security of the Promotion, Mendelsohn Media reserves the right to cancel, terminate, modify, or suspend the Promotion.

## **11. DISPUTES**

**EXCEPT WHERE PROHIBITED BY LAW EACH ENTRANT, BY ENTERING INTO THE PROMOTION, EXPRESSLY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT AGREES TO SUBMIT ANY AND ALL DISPUTES, CLAIMS, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS PROMOTION (INCLUDING WITHOUT LIMITATION THE DETERMINATION OF WINNERS), EXCLUSIVELY TO ARBITRATION WITH ALL ARBITRATION HEARINGS TO BE CONDUCTED UNDER THE RULES AND AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION. FURTHER, EACH ENTRANT ALSO ACKNOWLEDGES, AGAIN AS A CONDITION TO ENTERING INTO THE PROMOTION, THAT ANY AWARD**

**RENDERED BY THE ARBITRATOR MAY BE REDUCED TO A JUDGMENT IN ANY COURT HAVING JURISDICTION IN SOUTHERN CALIFORNIA ONLY.**

**FURTHER, EACH ENTRANT ALSO ACKNOWLEDGES, AGAIN AS A CONDITION TO ENTERING INTO THE PROMOTION, THE ENTRANT FURTHER ACKNOWLEDGES AGAIN AS A CONDITION TO BEING PERMITTED TO ENTER INTO THIS PROMOTION, THAT UNDER NO CIRCUMSTANCES WILL THE ENTRANT MAKE ANY CLAIM FOR PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES INCLUDING ATTORNEY'S FEES AGAINST MENDELSON MEDIA.**

**FURTHER, EACH ENTRANT ALSO ACKNOWLEDGES, AGAIN AS A CONDITION TO ENTERING INTO THE PROMOTION, THAT THE ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF THIS PROMOTION, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

## **12. WINNER'S LIST**

The Official Winner's List will be posted at [www.hemagazine.com](http://www.hemagazine.com)

Sponsored by:  
Mendelsohn Media, Inc.  
22287 Mulholland Highway, Suite 349  
Calabasas, CA 91302