

5-HOUR ENERGY® “101” COLLEGE COMMERCIAL CONTEST

OFFICIAL CONTEST RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL UNITED STATES FEDERAL, STATE, AND LOCAL LAWS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN.

1. General Description:

- A. The 5-Hour Energy® “101” College Commercial Contest (the “Contest”) is being conducted by Living Essentials, LLC (“Living Essentials”).
- B. Entry and registration in the Contest must be completed via the internet at www.5HourEnergy101.com. If any group elects to collaborate on a Video (defined below) they are required to designate one (1) person as the agent of the group to enter the Contest, to agree to these rules and to accept the prize on behalf of the group. Registration by any group member shall be deemed a registration on behalf of the entire group registered. Upon registration, all group members are unconditionally agreeing to, and accepting, these Official Contest Rules. Registration must be completed by February 5, 2010 (the “Registration Deadline”). Submission of complete entries must be made by February 15, 2010 (the “Submission Deadline”). Up to five (5) finalists shall be selected on or before March 15, 2010. One (1) group’s submission will be selected by the Contest’s judges and votes will be announced as the winner by April 15, 2010 and may be used, subject to edit, in Living Essentials’ sole and absolute discretion, whether wholly, in concept, in part, or as the basis of a 5-Hour Energy® commercial to be produced by Living Essentials.

2. Eligibility:

- A. The Contest is open to all fulltime students, age eighteen (18) and over as of the Registration Deadline, that are enrolled at fully accredited colleges, universities, or similar post-secondary educational institutions in the United States (each an “Academic Institution”). A fulltime student shall be defined in accordance with the terms of the Academic Institution in which the student is currently enrolled. Undergraduate and graduate level students are eligible to register and participate in the Contest. Group members do not need to be enrolled at the same Academic Institution to participate together as one group. All group members and any individuals featured in the Video must be age eighteen (18) and over.
- B. No student may enter the Contest with more than one (1) group. Any group with a member registered with more than one (1) group shall be deemed ineligible.
- C. Groups may register and participate in the Contest with or without a faculty sponsor from an Academic Institution. A faculty sponsor may assist more than one (1) group.
- D. Employees, contractors, directors and officers of Living Essentials and Lambert Edwards & Associates, and each of their respective parent, subsidiaries, or affiliated companies, distributors, advertising and promotion agencies, judging and other agencies (if any) involved in the administration, fulfillment and execution of this Contest and the immediate family members, and/or those living in the same household of each such employee, contractor, director and/or officer are not eligible to enter or compete in the Contest.

3. Registration:

Registrations must be submitted via the internet at www.5HourEnergy101.com. All group registrations must be received by the Registration Deadline.

4. Submission:

- A. Only submissions from registered groups will be accepted. All group submissions must be received by Lambert, Edwards & Associates by 5:00 p.m. E.S.T. on the Submission Deadline in order to be included in the judging. Late submissions will not be accepted. No group may enter more than one (1) submission for judging. Multiple entries from a group will result in the disqualification of all entries received from that group.

Submissions should address the following goals:

- i) Produce a creative and effective 30 second (approximately) television advertisement for 5-Hour Energy®;
- ii) Deliver 5-Hour Energy®'s core messages, as further defined in the [Creative Brief](#);
- iii) Successfully strengthen consumer awareness of 5-Hour Energy®; and
- iv) Drive sales of 5-Hour Energy®.

Only submissions adhering to the Required Deliverables (as defined below) will be accepted for entry into the Contest. Two (2) separate CD copies of the submission are to be mailed to Lambert, Edwards & Associates at the following address:

Lambert, Edwards & Associates
5-Hour Energy® “101” College Commercial Contest
171 Monroe NW, Ste. 400
Grand Rapids, Michigan 49503

Submissions not received by Lambert, Edwards & Associates by 5 p.m. EST on the Submission Deadline will not be accepted. Submissions that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including without limitation mail delivery problems, incorrect addressing, or returned mail that may occur in the processing of entries to the Contest will not be accepted.

- B. The “Required Deliverables” shall be as follows:

- i) Two (2) electronic copies of the submission (video commercial) on CD. The CD submissions must be labeled as follows:

5-Hour Energy® “101” College Commercial Contest Video “Group Name” (as selected during registration)
- ii) Proof of fulltime enrollment for each group member at their Academic Institution (unofficial transcript will suffice).
- iii) Completed release forms from all group members and any individuals featured in the Video (as defined below).

Any supplemental materials and/or ideas submitted become property of Living Essentials and may be altered or edited and used in the future for other purposes. Living Essentials may also place supplemental materials on the Internet or in other venues for public viewing during the Contest or during a later time period.

5. Content and Assignment of Video:

- A. Student groups may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Required Deliverables and/or any supplemental materials. All Required Deliverables must consist solely of the original work of the group that submits each entry.

- B. Upon submission, all Required Deliverables and any supplemental materials (collectively, the "Video") shall become the sole property of Living Essentials and will not be returned to the submitting group. In consideration of, and as a condition to, the eligibility of each entry under the terms of the Contest, each group member hereby irrevocably and unconditionally assigns, transfers and conveys, effective upon the submission of the Video, all right, title and interest in and to the Video, including, without limitation, all associated copyright and other intellectual property rights and waives any and all moral rights. Submitting parties will not be paid for the Video or for the granting of any rights. Living Essentials is in no way obligated to use the Video or to give any credit or acknowledgment to the submitting parties if the Video is used.
- C. By entering the Contest, each group also warrants and represents that the members of such group are the sole authors and creators of the Video, that the Video is an original work of the group produced for this Contest; that the Video has not been entered in or won previous contests or awards; it has not been published previously in any medium; that the Video does not infringe or violate any intellectual property right held by a third party, that it is suitable for display and publication on television; it does not contain obscene or pornographic material, it does not contain defamatory statements, it does not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, it does not include threats to any person, place, business, or group, it does not contain any references to alcohol, controlled substances or other unlawful activities, it does not contain any acts of cruelty toward animals, it does not feature any participants under the age of 18, it does not feature any stunts, hazardous activities or risky behavior, it does not invade privacy or other rights of any person, firm or entity, and it does not in any other way violate applicable laws and regulations. All Videos will be reviewed for content before being published or judged; however, such review does not relieve entrant from responsibility for compliance with all of these Official Contest Rules. Videos that do not comply with the Official Contest Rules or that otherwise contain prohibited, or inappropriate content as determined by the Living Essentials, in its sole discretion, will be disqualified and will not be published or considered for prizes. Living Essentials, in its sole and absolute discretion, makes the final determination as to which Videos are eligible to take part in this Contest and be considered for a prize.
- D. Each Video must not feature or refer to any branded food or beverage products other than 5-HOUR ENERGY®; it must not feature or reference any third party trademarks, and it must not feature or reference any names or third party logos.
- E. Each Video must not contain any copyrighted works (other than as owned by the entrant). Use of any unauthorized music may result in disqualification of Video, in Living Essentials' sole and absolute discretion.
- F. By submitting any Video, each entrant agrees to release, discharge, defend and hold harmless Living Essentials, its parents, subsidiaries, affiliated companies, licensees, and assigns, and its respective officers, directors, employees, agents, and representatives from any claim or liability arising from or related to submission and/or use of the Video. Each group shall be required to submit a release and indemnity (to be provided by Living Essentials) signed by each identifiable person appearing in your Video granting Living Essentials permission to use his/her image or likeness and attesting, among other things, to the fact that they are the rightful owners of the submitted Video and that the Video may be utilized for all purposes without obtaining permission from, or making any payment to, any third party.

6. Selection of Finalists:

- A. Finalists will be selected from eligible Videos on or before March 15, 2010. All Videos shall be evaluated by a qualified panel of judges appointed by Living Essentials and/or Lambert, Edwards & Associates ("Judges") based on the following criteria:

- i) Creativity and originality of concept (25%)
 - ii) Relevance to theme and objectives as outlined herein and in the [Creative Brief](#). (25%)
 - iii) Effectiveness of message delivery (50%)
- B. On or before March 15, 2010 the Judges will select the top five (5) Videos (each group whose Video was selected as being among the top five (5) shall be deemed a "Finalist"). Notwithstanding the above, Living Essentials reserves the right, in its sole discretion, to select fewer than five (5) Finalists if an insufficient number of qualified and/or appropriate Videos are received.
- C. A group is not a winner of any prize unless and until the group's members' eligibility is verified and confirmed, until all group members comply with these Official Contest Rules, and until each group member and any other person appearing in the Video completes the adequate release forms (described above) as required by Living Essentials. Living Essentials reserves the right, to require all or part of the members of a Finalist to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Living Essentials adverse publicity. Living Essentials reserves the right, at its sole and absolute discretion, to disqualify Finalists from any prize element, based on the background check and Living Essentials may select an alternative Finalist.

7. Selection of Winner:

- A. The five (5) Finalist Videos will be posted for the public (ages 18 or older) to vote on as their favorite at www.5HourEnergy101.com starting on 3/15/10 at 12:00:00 am EST and ending on 3/31/10 at 11:59:59 pm EST ("Voting Period"). Each person may only vote once per Day. A "Day" is defined as the 24 hours between 12:00:00 am EST and 11:59:59 pm EST throughout the Voting Period. At the close of the Voting Period, the Video that receives the most votes will be deemed the winner of the online voting ("Online Vote Winner").
- B. After the close of the Voting Period, the Judges will evaluate and rate each of the Finalists' Videos based on the following criteria:
 - i) Online Vote Winner (10%)
 - ii) Creativity and Originality (20%)
 - iii) Relevance to theme and objectives as outlined herein (20%)
 - iv) Effectiveness of message delivery (50%)
- C. Living Essentials will announce the grand prize winner ("Winner") on or about 04/08/2010. The decisions of the Judges will be final and binding. The final scores and the Judges' notes and written comments will not be disclosed.

8. Prizes

Prizes will be awarded as follows:

- A. Each of the Finalists will receive five hundred fifty five (555) bottles of 5-Hour Energy® to be split among the group members. Approximate cash value of the prize outlined herein is \$1,500.00 ("ACV"), however the actual value may vary. Any difference between the ACV and the actual value shall not be awarded. Group members must meet all eligibility requirements as set forth herein, and all group member names must be submitted at the time of entry.
- B. The Winner will receive five thousand five hundred fifty five dollars (\$5,555.00) in cash. The prize money will be divided equally between all the eligible and registered group members.

- C. The Academic Institution attended by the Winner will receive five thousand five hundred fifty five dollars (\$5,555.00) in cash and Living Essentials or its designees will distribute on the campus of the Academic Institution attended by the Winner samples of 5-Hour Energy® at a mutually beneficial and agreed upon date/time for the Winner, the Academic Institution and Living Essentials.
- D. If the Winner's Video is a class project of the group members, the monetary component of Section 8.C may be awarded to the Academic Institution's school, program or department to which the class belongs to, subject to Living Essentials' sole and absolute discretion.
- E. If the Winner's submission is not a part of a program or class at their Academic Institution the Winner may provide Living Essentials with suggestions on school(s), program(s) and department(s) within their Academic Institution that should receive the monetary component of Section 8.C. However, the final decision as to which school, program or department will be offered the cash donation, will be made by Living Essentials in its sole and absolute discretion.
- F. If the Winner consists of a group of students from more than one Academic Institution, Living Essentials, in its sole and absolute discretion, shall determine how the prizes referenced in Section 8.C will be distributed.

9. Publicity of Video

- A. Living Essentials and its agents shall have the unconditional and perpetual right to post, display, record, copy, publish, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify all Video and presentations in any way, in any and all media, without any compensation or consideration to any group, its members, or any Academic Institution. Living Essentials, in its sole and absolute discretion, reserves the right to post the Video (as may be modified and/or adapted by Living Essentials) and presentations on the 5-Hour Energy® "101" College Ad Contest website, other selected websites, television or other mediums during or after the Contest, in perpetuity.
- B. By submitting the Video, each group agrees to willingly participate in potential publicity engagements, media exposure, interviews, video and/or audio recordings, and all other events relevant to the promotion and publicity of the Contest. In the event any group is selected to participate in such events, group members will be notified via phone and/or e-mail to confirm availability for such events. Participation in such events will have no bearing on the judging of a group's submission to the Contest.

10. General Terms and Conditions

- A. Living Essentials shall not be responsible for any failed registrations or entries for any reason including without limitation those that are lost, late, damaged, delayed, incomplete, illegible, mutilated, misdirected, or on postage-due mail. Further, Living Essentials shall not be responsible for any electronic, network, and server failures or malfunctions or other technical errors of any kind.
- B. Living Essentials reserves the right to cancel the Contest for any reason that it deems appropriate, including, without limitation, a computer virus, bug or other technical problem(s) that corrupts the administration or security or proper functioning of the Contest. Should the Contest be cancelled prior to the Submission Deadline, notice will be e-mailed to all registered groups.
- C. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL UNITED STATES FEDERAL, STATE, AND LOCAL LAWS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN.
- D. Living Essentials reserves the right to amend these rules and policies. Any changes will be posted online at www.5HourEnergy101.com.
- E. Winners of any prize are solely responsible for all applicable federal, state, and local taxes.

- F. All groups agree that Living Essentials and its respective affiliates, subsidiaries, employees, agents or other representatives of any kind shall not be responsible or liable for damages or losses of any kind arising out of or resulting from entry in this Contest, acceptance or use of a prize or any other matter related to the Contest, including, without limitation, disputes between group members claims based on property damage, personal injury and/or death, publicity rights, defamation or invasion of privacy.
- G. 5-Hour Energy® is a registered trademark of Innovation Ventures, LLC.
- H. By submitting a Video, entrants agree and acknowledge that Living Essentials may use their respective names, images, and likenesses in connection with the Contest, for advertising purposes, on its website, or in future similar campaigns or contests. Each entrant consents to Living Essentials' use, reproduction and disclosure of the Video, and ideas, concepts or other materials contained therein, for any purpose, including any commercial purpose.
- I. Living Essentials reserves the right, in its sole discretion, to disqualify any group found tampering with the Contest or violating these Official Contest Rules. Any attempt by a group or its members to deliberately damage the 5-Hour Energy® "101" College Commercial Contest or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Living Essentials reserves the right to seek damages arising from such acts to the fullest extent of the law. If it is determined that the Contest is compromised in any way, then, at its sole discretion, Living Essentials can cancel the Contest. If any notification is returned as undeliverable, or if any group or its members violates these rules, the group will be disqualified.
- J. By entering the Contest, each group and its members, and any faculty sponsor, agrees to abide by and be bound by all decisions of Living Essentials and the judges relating to the Contest, which shall be final and binding in all respects, including but not limited to the judges' determination of the winners.
- K. If any portion of these Official Contest Rules is found to be invalid, illegal, or unenforceable, for any reason, that portion shall be severed from the rest.
- L. The provisions of these Contest rules shall be construed and enforceable in accordance with the laws of the State of Michigan. By participating in the Contest, all groups and their respective members agree that the venue for any dispute or litigation arising from or relating to the Contest shall only be in Farmington Hills, Michigan.

11. Winners List:

For a list of prize winners, send a self-addressed stamped envelope between April 15, 2010 and May 1, 2010 to:

Lambert, Edwards & Associates
5-Hour Energy® "101" College Commercial Contest Winners List
171 Monroe NW, Ste. 400
Grand Rapids, Michigan 49503