

PODSQOD EXTREMEHEADPHONES OFFICIAL CONTEST RULES

Please read these rules before entering the ExtremeHeadphones contest

1. Eligibility. NO PURCHASE NECESSARY TO ENTER OR WIN. EXTREMEHEADPHONES.COM AND PODSQOD.COM IS THE SPONSOR OF THIS CONTEST. THIS CONTEST IS OPEN ONLY TO RESIDENTS OF THE UNITED STATES WHICH ARE EIGHTEEN YEARS OF AGE OR OLDER ("ENTRANTS"). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR YOU ARE NOT EIGHTEEN YEARS OF AGE OR OLDER YOU ARE NOT ELIGIBLE TO WIN A PRIZE. All applicable federal, state and local laws and regulations apply. Offer void where prohibited. Limit one entry per household. Individuals must complete and submit their entry via email to podsqod@gmail.com
2. Disclaimer. Sponsor, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.
3. Contest Period. The Contest shall commence on October 4th, 2005 and shall continue in duration through October 15th, 2005 (the "Deadline"). All entries must be received by the Deadline to be eligible to win a prize.
4. Prizes. Limit one prize per household or address. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose)
5. How to Enter. To enter the Contest, please send an email prior to the end of the Contest to podsqod@gmail.com with your full name and mailing address.
6. Determination of Winners. PodSquod.com shall choose the winners from all entrants who have submitted an entry prior to the end of the Deadline. Winner shall be chosen by Sponsor at its sole discretion based upon which entrants creativity. The decision of Sponsor is final. Prizewinners will be notified by e-mail within fourteen (14) days thereafter. To claim a prize, winners should follow the instructions contained in their notification.
7. Sponsor Ownership of Entries. All entries and materials submitted to Sponsor in connection with the Contest (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that Sponsor will own all rights to

use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit the Entry Materials.

8. Original Work of Authorship. You hereby warrant and represent that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

9. Collection of Information. You are required to enter your name, e-mail address, address and state of residence. This information will only be used to contact you in the event that you are chosen to receive a prize. Sponsor will not sell, rent or otherwise transfer this information to any third party, nor will Sponsor use this information for marketing purposes without your consent, except to further promote your name and that you are the contest winner on the PodSqod.com and/or ExtremeHeadphones.com websites, along with any picture you submit to PodSqod.com. Your personal information will never be sold or marketed to a 3rd party, except the direct sponsor of the contest.

10. General Release. By entering the Contest, you release Sponsor, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

11. Release. As a condition of being awarded any prize, winners will be required to acknowledge to Sponsor the acceptance of these Official Rules and release of liability.

12. Miscellaneous. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the United States. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Contest.

13. Contest Sponsor. The sponsor of the Contest is:

PodSquad.com

Extremeheadphones.com