

# CVFM Search Profile Contest

## "CVFM Search Profile Contest" OFFICIAL RULES

1. **Entry Period:** The "CVFM Search Profile Contest" (the "Contest") commences at 12:01a.m. (PT) on June 1st, 2007 and ends at 11:59 p.m. (PT) on September 15th, 2007 (the "Contest Period"). All entries must be received by 11:59 p.m. (PT) on September 15th, 2007. Proof that you uploaded or submitted a profile search to enter does not constitute proof or evidence that we actually received it within the Contest Period.

2. **Eligibility:** The Contest is open to legal residents of the United States and Europe Union who are at least 18 years of age or older at time of entry. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees (and their immediate families) of Creating Value For the Millennium ("CVFM") and its respective affiliated companies, independent insurance agents, suppliers, subsidiaries, and advertising agencies are not eligible. By participating in this Contest, entrants (a) agree to be bound by these Official Rules and by the decisions of the Sponsors, which are final in all matters relating to this Contest, and (b) acknowledge compliance with these Official Rules.

3. **To Enter:** Log on to searchprofiling.com (the "Website") at any time during the Contest Period, click on the "Submit a Profile" button, and follow the instructions to upload the Search Profile you identified. At the time of upload, you will be required to opt-in to enter the Contest and complete the entry information, as well as signify agreement to be bound by and comply with these Official Rules and CVFM's Terms of Use. You must follow all posted instructions to complete the online entry process (which includes registering on the Contest Website) to upload your Search Profile Submission. There is no cost to enter or register on the Contest Website. Entries submitted in accordance with these Official Rules shall be collectively referred to hereinafter as the "Eligible Entries." You may enter as many times as you wish, so long as you use a different Search Profile to do so. Derivatives or different versions of the same Search Profile are not "different" Search Profiles for the purposes of this Contest, and the decisions of CVFM shall be final in making any such determination. Eligible Entries will be judged by a panel of judges comprised of representatives selected by CVFM based on the judging criteria set forth in Paragraph 5 below. All entries become the property of CVFM and will not be returned. By entering, you agree that CVFM has the right to feature, or not feature, your Search Profile and entry information on CVFM's "Search Profile Contest" and you also agree to confirm this agreement in writing upon request.

4. **Submission**  
Requirements: Eligible Entries shall consist of the Contest entry information form completely and accurately completed by the entrant, together with an original Search Profil Submission that complies with these Official Rules. For purposes of this Contest, a "Search Profile" consists of and means an original expression made by the entrant of the entrant's ideas, language, content of not more than five thousands (5000) words in length and which illustrates "the behaviour and consumer profile of an internet user, that can be deducted from its keyword search history based on AOL database that can be accessed on <http://www.aolsearchdatabase.com> or any other service delivering access to this database." The search profile

submission must be in digital format that meets CVFM's requirements for upload specified on the Website and must constitute original work and the sole and exclusive property of the entrant over and to which the entrant has all exclusive rights. CVFM, in its sole discretion, has the right to disqualify any entry in which Search profile contain elements or content not original to entrant or recognizable individuals other than entrant. Search Profiles will not be accepted if:

- \* There is any content which endorses or condones illegal drug use or alcohol abuse;
- \* There is any nudity, profanity or violence;
- \* There are any commercial endorsements, except as expressly set forth in these Official Rules;
- \* There is any derogatory characterization of any ethnic, racial, sexual or religious groups;
- \* There is any display of any physical injury, death or property damage or any conduct or activity that could cause physical injury or property damage or that is reasonably likely to do so;
- \* There is an violation of CVFM's Terms of Use set forth at the Website, including, the Search Profile Submission Service Agreement Terms and Conditions;
- \* There is any use (as well as display of any use) of any equipment, facilities or property in a manner not recommended or permitted by the owner or manufacturer;
- \* There is any content enhancing or illusory mechanisms that would display, encourage or imply that any activity or conduct that is otherwise unacceptable in reality, has been or could have been involved;
- \* There is any other conduct, language or other context deemed inappropriate by the Sponsors or the judging organization or
- \* There are any recognizable individuals in the Search Profile who have not given express permission to be featured in the Search Profile.

Any entry, including the Search Profile, which does not comply or, in the sole determination of the Sponsors, is deemed offensive or inappropriate by the Sponsors may be disqualified. No responsibility is assumed for any disputes which may arise among an entrant and any individual who may have a collective/creative interest in any Search Profile in connection with this Contest. Such disputes will not be resolved by the Sponsors. In the event that any such dispute interferes with the operation of the Contest, the entrant(s) involved in the dispute may be disqualified, in Sponsors' sole discretion.

##### 5. Judging Criteria:

Eligible Entries will be judged by a panel of qualified judges ("Judges") on the following criteria: (1) Coherence: how well the Search Profile illustrates the life of an individual, (2) originality, (3) overall compelling quality of the Search Profile and (4) overall technical quality of the Search Profile. In addition the results of the Online Voting (hereinafter defined) will be one factor used to determine the Winners. The decisions of the Judges are final.

## 6. Online Voting: Search

Profiles which meet the submission requirements set forth in these Official Rules will be exhibited on [www.searchprofiling.com](http://www.searchprofiling.com) on a rolling basis commencing on September 15th, 2007 and continuing through October 5th, 2007 (the "Online Voting Period"). whereby

viewers will have the opportunity to watch and "rate" them (the "Online Voting"). The ratings will be tabulated based on the number of times the Search Profiles have been viewed and the average rating they received during the Online Voting Period. The 40 Search Profiles with the highest average rating at the end of the Online Voting Period will be deemed the "Semi-Finalists" (the "Semi-Finalists") and will advance to a second round of judging by the Sponsors as further set forth below. Viewers will be permitted to vote no more than once per Search Profile.

## 7. Winner

Selection/Notification: On or around October 5th, 2007, six (6) grand prize winners (the "Grand Prize Winners") will be chosen from all eligible Semi-Finalists. The Grand Prize Winners will be selected by a judging panel comprised of representatives from the Sponsors (the "Judges") using the judging criteria set forth in Paragraph 5 and the Voters' Choice Winners will be determined based on the results of the Online Voting. The results of the Online Voting will be considered by the Judges as only one factor in determining the Grand Prize Winners and the Finalists. In the event of a tie, dispute or for reasons of a technical or creative nature, the Judges reserve the right to select any of the Winners based solely on the judging criteria. CVFM will attempt to notify potential Winners via email on or around these dates. CVFM will make up to three attempts by email (not by phone or any other means) over a forty-eight (48) hour period to contact the potential Winners. If any potential Winner is unreachable during that period as evidenced by our failure to receive or be in contact with such potential Winner or the potential Winner does not comply with these Official Rules at any time, that potential Winner shall be disqualified and an alternate winner selected.

## 8. Prizes: Grand Prizes:

1. \$500 Cash Prize. For all prizes: Winners are responsible for all expenses related to their prizes which are not expressly set forth in these Official Rules. Arrangements for prize fulfillment will be made by CVFM. The total approximate retail value of all prizes awarded in this Contest is \$500. The actual retail value depends on existing market conditions at time of prize fulfillment. No substitution, transfer of prizes (or any portion thereof) or cash alternative permitted, except by Sponsors due to prize unavailability at time of prize fulfillment. The value of the prizes may be taxable as income to Winners. Upon receipt of the Grand Prize, Grand Prize Winner is required to comply with any and all applicable federal, state and local tax that becomes due with respect thereto. All details related to the prizes not specified herein shall be determined by Sponsors.

## 9. Winner Verification:

Each potential Winner (and the parent/legal guardian of any entrant who is a minor in his state of residence), may be required to sign (a) an affidavit of eligibility and liability releasing CVFM their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, claims, demands and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use or acceptance of any of promotional

opportunities and/or prizes received, (b) except where prohibited, a promotional release granting the Sponsors the right to use his or her name and likeness for advertising and publicity purposes without additional compensation, and (c) upon CVFM's request, a standard materials release form for CVFM's 's exploitation of his/her Search Profile. Entry into this Contest constitutes each entrant's (including each potential Winner's) agreement to sign such affidavit and release form(s). A potential winner's failure to sign and return any of the documents when requested may result in disqualification and selection of an alternate winner. **ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SPONSORS INTO DISREPUTE (IN SPONSORS' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE "NOW WHAT CVFM VIDEO CONTEST," AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.**

#### 10. (a) Past experience

has confirmed that contests and other competitions generate substantially similar submissions or entries which closely resemble concepts and ideas that have been independently developed by Sponsors or Sponsors' agents and affiliates before or after the Contest.

Accordingly, entrants may subsequently see a Sponsor presentation which seemingly incorporates an idea or concept or includes materials similar to that contained in their Search Profiles. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which CVFM routinely considers in the course of its program development. Because of this possibility, entrants hereby agree to submit their Search Profiles under the following terms and conditions: (i) that CVFM may use any ideas, concepts, material, or expression in whole or in part, contained in a Search Profile; (ii) that all materials submitted become the property of CVFM and will not be returned; (iii) entrants have obtained all rights, permissions and licenses necessary to use the Search Profiles for any purpose, including releases for any people other than Entrant appearing in the Search Profile; (iv) that no Search Profile, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; (v) by submitting a video, entrants consent to CVFM exhibiting such video in all media with no territory or time restrictions; (vi) entrants indemnify and hold harmless Sponsors and any other contest entities from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of these Official Rules. All entrants agree to the foregoing and in addition agree to provide, upon request of CVFM , any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their Search Profiles CVFM's right to use such materials without limitation for any purpose, without any compensation. Entrants further agree that and CVFM will have to right to utilize their Search Profiles in media partners.

#### (b) Notwithstanding the

foregoing, entrants agree: (i) that their Search Profiles may be used by CVFM in whole or in part for any purpose whatsoever without any compensation; and (ii) to hereby grant to CVFM and the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, create derivative works of, and distribute and synchronize in timed relation to visual elements, the materials contained in their Search Profiles and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity.

#### 11. General Terms: The

Sponsors assume 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. The Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. If, for any reason, the Contest 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 the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on [www.bigdaddy.fr](http://www.bigdaddy.fr) and the prizes may be awarded to winners to be selected from among all Eligible Entries received up until the time of termination. All interpretations of these Official Rules and decisions by the Sponsors are final. The Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering, or has tampered with the entry process or the operation of this Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY ANY 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, CVFM RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK 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.

12. For the name of the Winners and/or Official Rules visit [bigdaddy.fr](http://bigdaddy.fr), Winners names will be posted after September 15, 2007.

13. This Contest is sponsored by CVFM SA, 32, rue de paradis, 75010 Paris, France.