

The Tumblr T-Shirt Contest
OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN

DESCRIPTION: The entry period for the “Tumblr T-Shirt” Contest (the “**Contest**”) begins at 12:00:01 a.m. Eastern Time (“ET”) on April 7th, 2010 and ends on 11:59:59 p.m. ET April 18th, 2010 (the “**Entry Period**”). The Contest provides contestants with the opportunity to submit an original design for the next Tumblr t-shirt (the “**Submission**”), which will then be judged to select two (2) winners, as more fully set forth below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules, the entry form found on the Contest page, the Terms and Conditions of Use of the Website (as defined below) and the decisions of Brain Buster Enterprises, LLC, 555 West 18th Street, 3rd Floor, New York, NY, 10011 (“**Sponsor**”), which shall be final and binding in all respects. To the extent the Terms and Conditions of Use of the Website and of these Official Rules conflict, the terms and conditions of these Official Rules shall prevail.

ELIGIBILITY: No purchase is necessary to enter or win a Prize (as defined below) in the Contest. Only legal residents of the United States who are eighteen (18) years of age as of 12:00:01 a.m. ET on April 7th, 2010 are eligible to enter the Contest. The Contest is void in Puerto Rico and in states and/or jurisdictions where prohibited or otherwise restricted by law. Employees of Sponsor, Tumblr, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers and directors, or any persons or entities directly associated with the Contest (collectively, the “**Promotion Entities**”) and members of the immediate families and/or persons living in the same household as such persons, are ineligible to enter the Contest or win a prize.

HOW TO ENTER: To enter, visit www.bustedtees.com/tumblr (the “**Website**”), complete the entry form found on the Contest page with the information requested, and follow the online instructions to upload and submit your Submission directly to the Website. Incomplete entries, including but not limited to those entries that do not meet the requirements herein, will not be eligible for judging. Contestants are advised to retain a copy of their Submissions for their records because the Submissions will not be acknowledged or returned. The Submissions must be received no later than 11:59:59 p.m. on April 18th, 2010.

JUDGING: At the end of the Entry Period, and assuming a sufficient number of Submissions are received, representatives of the Brain Buster Enterprises, LLC and Tumblr editorial staff will select one (1) winner and the number one (1) reblogged designer will be chosen as the other winner (the “**Grand Prize Winners**”) from the eligible Submissions. The determination of a Grand Prize Winner shall be made by Brain Buster Enterprises, LLC and Tumblr at their sole discretion and be based on the following criteria (the “**Judging Criteria**”): a) creativity (50%) and b) Tumblr related/inspired (50%). Brain Buster Enterprises, LLC’ and Tumblr’s determination shall be final and binding. The Grand Prize Winners may be required to submit to a confidential background check to help ensure that each such person’s participation in the Contest will not, in Brain Buster Enterprises, LLC’s sole discretion, bring Brain Buster Enterprises, LLC into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or any person or entity involved with the Contest.

Any Submission that is considered by Brain Buster Enterprises, LLC and Tumblr in its sole discretion to be obscene, pornographic, libelous or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules or the Terms and Conditions of Use of the Website, will be disqualified and will not be eligible for entry. All requested information on the submission form must be completed to enter and to be eligible to win. All Submissions or other materials and personal information submitted as part of the Contest may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the Website and with the consent given by an entrant at the time of entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submitting any Submission is not considered proof of delivery to or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

LICENSE: By entering your Submission in the Contest, you hereby grant Sponsor and its successors a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submissions, in any and all media, in whatever form, for any legal purposes whatsoever now known or hereinafter becomes known. You also grant each user of the Connected Ventures Technology (as defined in the Terms and Conditions of Use of the Website) and the Website a non-exclusive license to access your Submission through the Website and to use, copy, distribute, perform, publicly perform, create derivative works of, and display your Submission as allowed by the Website and in accordance with the Terms and Conditions of Use of the Website. Each entrant irrevocably waives any and all so-called moral rights they may have in the Submission(s) submitted by him or her.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Submission must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the contestant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website, including, without limitation, name and likeness permissions for any person that appears in or is identifiable in the Submission. If any identifiable person appearing in the Submission is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. By submitting a Submission, entrant (or, if an eligible minor, his/her parent or legal guardian) warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website.

Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion.

DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other

rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest. Sponsor reserves the right to not chose a winner or award a Prize (as defined below) if it does not receive a sufficient number of eligible and qualified Submissions.

FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, then each entrant agrees to sign the same upon Sponsor's request therefor (without any need for any additional consideration).

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information, and any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Promotion Entities from any liability with respect thereto, unless prohibited by law.

PRIZES: The Grand Prize Winners will be notified by May 5th, 2010. Two (2) Grand Prizes ("Prizes") are available. Each Prize consists of twenty-five (25) free t-shirts with their design, an editorial mention in the Tumblr staff's and Brain Buster Enterprises, LLC' Tumblr blogs. The t-shirts are to be mailed to the applicable Grand Prize Winner. The approximate retail value of each Prize is \$500. The Prize is not transferable. No cash or other substitution is allowed except by the Sponsor who may substitute a Prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize becomes unavailable, as determined by the Sponsor in its sole discretion. The Prize will be reported as income to a winner and the winner will be responsible for payment and reporting of all applicable taxes associated with the receipt of a Prize.

Prizes will be delivered only to an address in the United States. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

GENERAL PRIZE CONDITIONS: The Grand Prize Winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Grand Prize Winners must sign and return an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release or other documentation relating to the Prize (collectively, "Prize Claim Documents") within seven (7) days of prize notification. If the Prize Claim Documents are not signed and received within this time, the Grand Prize Winner(s) may be disqualified and another winner will be selected in accordance with the procedures set forth above.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list,

send a self-addressed stamped envelope to Tumblr T-Shirt Winners List, Brain Buster Enterprises, LLC, LLC, 555 West 18th Street, 3rd Floor, New York, NY, 10011. Vermont residents need not include return postage. All such requests must be received by June 11th, 2010. These Official Rules will be posted on the Website.

NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Promotion Entities' use of any such similar or identical material that has or may come to Promotion Entities, or any of them, from other sources. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of any Promotion Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any of the Promotion Entities. or any other product based on or allegedly based on the Submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Promotion Entities (A) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of the prize(s), and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility and is not liable for the loss of the product destroyed in any Submission and entrant hereby acknowledges and agrees that entrant alone assumes the risk of destroying its property as part of the Submission. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due Submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be

acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.