

The TED:Ads Worth Spreading Challenge

Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

The TED:Ads Worth Spreading Challenge (the “Contest”) is governed exclusively by the laws of the United States.

1. How to Enter. To enter the Contest, complete the online entry form (including your video title, name, email address, submittor/company name/agency, production date, statement, link to view/download the video files, read the Official Rules attach/upload your submission and click the “submit” button. All entry information and submissions shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of Submissions are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission or has the right and permission to enter the Submission into the Contest and grant Sponsor the right to use the Submission as specified herein; (b) the Submission is entrant’s own creation and is 100% original; and (c) the Submission will not infringe on any rights of any third parties including, without limitation, any copyright, trademark, or right of privacy or publicity; (d) there are no union or guild obligations that are applicable to such Submission and Sponsor’s use thereof, or if such obligations exist, they have been fulfilled by entrant; and (d) any third party whose person or property appears in the Submission has given entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be filmed or photographed and used as permitted herein.

All entrants must have a valid email address. No limit on the number of entries. No automated entry devices and/or programs permitted. Entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Contest begins at 5:00 PM ET on September 28, 2010 and ends at 11:59 PM ET on January 10, 2010.

3. Eligibility. Participation open only to those individuals who are at least the age of majority in their jurisdiction of residence as of date of entry. Void where prohibited, taxed or restricted by law. Employees, officers and directors of TED Conferences, LLC

(“Sponsor”) and its parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

4. Judging/Judging Criteria. Judges reserve the right, in their sole and absolute discretion, to disqualify any Submissions that are inappropriate for any reason, including without limitation, for depicting or mentioning sex, violence, drugs, alcohol and/or inappropriate language. All Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging criteria. All Submissions will be judged based on whether the Submission is “an ad worth spreading”, and will be determined on such criteria as the judges desire, in their discretion, including, without limitation, originality, humor, and esthetic quality. Subject to verification and compliance with these Official Rules, as many as ten (10) of the highest scoring Submissions will be deemed to be the winners; provided that the Sponsor and judges, in their sole discretion may choose fewer winners. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Prizes. Up to ten (10) prizes: The winning Submissions will be shown at TED2011, from February 28 through March 4, 2011, for the gathered audience of 1500+ thought leaders, and will also appear on TED.com for one week in March (March 21-27, 2010). Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winner(s).

6. Notification. Winners will be notified by email and will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and rights transfer / license document within five (5) days of prize notification. Additionally, winners may be required to confirm that they have applicable rights to the Submissions and/or obtain releases and/or licenses from any and all third parties appearing in their respective Submissions, or with respect to any third party content included in such Submissions. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

7. Conditions. Sponsor shall not be liable or responsible in the event any winner’s Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor’s sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission

and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law including, without limitation, on Sponsor's website. For the avoidance of doubt, winner hereby grants to Sponsor the right to display winner's submission on Sponsor's website during the period referenced in the Prize section of these Official Rules and thereafter in perpetuity. By participating, entrants and winners agree to defend, indemnify, release and hold harmless, Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, violation of third party rights, union obligations, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action in connection with Sponsor's use of the applicable Submission. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

8. Additional Terms. Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE CONTEST. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.ted.com/privacy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by March 1, 2011 to: Ted Conference Ads Worth Spreading Winners List, 250 Hudson Street, Suite 1002, New York, NY 10013.

13. Sponsor. Ted Conference LLC, 250 Hudson Street, Suite 1002, New York, NY 10013.