

Affidavit of Eligibility, Publicity Release and Liability Waiver

Please fill in all required information, including your name, signature, Social Security number, address, phone number, address, phone number, email address, and preferred method of payment, and return this document to:

Zooppa, Inc.
Attention: Accounting
911 Western Avenue, Suite 420
Seattle, WA 98104

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Agreement") must be read and signed by each person ("Winner") who is awarded a prize ("Prize") in contest promotions sponsored by Zooppa.com, Inc. or any of its parents, affiliates, subsidiaries, or co-sponsors (collectively, "Sponsor"). The contest in which the undersigned has been awarded a Prize is hereinafter referred to as the "Promotion." (The Winner is referred to below as "I," "me," "myself," or the Winner.) In consideration of awarding a Prize to me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1.

I represent that I am at least 18 years old (or the age of majority in my state, province, and (if applicable) country of residence) and am otherwise eligible to receive the Prize awarded to me in the Promotion. Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my age and/or place of residence) set forth in the Official Promotion Rules (including any applicable Promotion summary and submission rules), which I acknowledge having read and understood, and any other requirements imposed by law.

2.

Without additional compensation to me, I give permission irrevocably and in perpetuity to Sponsor to use, adapt, edit, reproduce, distribute, display and publicly perform my name, likeness (including, without limitation, aural and visual likenesses of me) and biographical data, in whole or in part, throughout the world, in connection with the promotional and/or marketing activities of Sponsor.

3.

I understand that any videos, print advertisements, radio advertisements, banner advertisements, stories, articles, photographs, artwork, concepts, copy, taglines, slogans or other materials or content ("Content") that I submit or have submitted to Sponsor in connection with the Promotion may be used by Sponsor for any purpose. I hereby expressly grant Sponsor, and Sponsor's respective successors, assigns, licensees, representatives, and agents, the royalty-free, perpetual, irrevocable, copyright to use, publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise commercially and noncommercially use, exploit, and sublicense all such Content, or any portion thereof, in perpetuity and throughout the world, in any form, technology, manner, medium, or media now existing or later developed. Without limiting the foregoing, I agree that this grant includes the right to make editorial revisions to the Content, to use and publish the Content in any manner and form, including electronic form, on Sponsor's websites or in other media, whether now or later created; to use the Content for internal business purposes; to reproduce and distribute the Content for marketing and publicity purposes, and to sublicense the Content to third parties for any reason. I further grant Sponsor the right to use certain information about me in connection with the Content, including my name, pen name, image, and other profile information, so long as I have made it publicly available on any Sponsor website at any time in connection with the Promotion; such use will include, without limitation, use in the exhibition, broadcast, distribution, advertising or promotion of the Promotion, Content and any Sponsor website, and any other Promotion offered through any Sponsor website. I agree that Sponsor has no obligation to publish, use or retain any Content I submit or to return any such Content to me, and may remove any Content from any Sponsor website at any time in its sole discretion for any reason or for no reason. I agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other

documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's copyright as set forth in this paragraph.

4.

I represent that the Content is original to me and that: (a) I am the owner of all right, title and interest in and to the Content and have the right to grant the rights granted herein or, alternatively, I have obtained all necessary rights and permissions to use and submit the Content in connection with the Promotion and to provide all the rights specified in this Agreement; and (b) the Content and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including, without limitation, any intellectual property rights, rights of privacy and rights of publicity.

5.

I acknowledge that I will be solely responsible for the payment of all taxes (including, without limitation, income taxes), insurance, registration, and other costs or fees of any kind whatsoever payable in connection with the receipt or use of any Prize from Sponsor. I acknowledge that Sponsor is entitled to (i) deduct and withhold the amount of any applicable taxes from the Prize in compliance with applicable laws and (ii) prepare and furnish any return, report or other written statement relating to taxes as required by any applicable law. I agree to provide Sponsor with a properly executed and completed Internal Revenue Service Form W-9 and such other forms, documents and information that Sponsor may reasonably request to comply with all applicable laws and tax reporting and withholding obligations.

6.

I ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN OR WITH, AND/OR USE OF ANY PRIZE IS SOLELY AT MY OWN RISK. I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR AND OTHER PROVIDERS OF ANY PRIZE AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS AND CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR LATER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE PROMOTION, ANY USE BY SPONSOR OF MY NAME, LIKENESS (INCLUDING, WITHOUT LIMITATION, AURAL AND VISUAL LIKENESSES OF ME) OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH MY ACCEPTANCE, PARTICIPATION IN OR WITH, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO ME, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS").

I UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING ANY ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER RELIEF FROM ANY RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

7.

If any provision of this Agreement is found to be unenforceable in any respect by a court of competent jurisdiction, it is my intent and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found to be legally enforceable. TO THE EXTENT PERMITTED BY LAW, I WAIVE THE BENEFIT OF ANY PROVISIONS OF ANY STATUTE OR OTHER LAW THAT MIGHT ADVERSELY AFFECT THE RIGHTS OF ANY RELEASED PARTY UNDER THIS AGREEMENT.

[FOR CALIFORNIA RESIDENTS ONLY: Without limiting the foregoing, to the maximum extent permitted by law, I waive all rights I may have under California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected the settlement with the debtor."]

8.

This Agreement shall be governed by the laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any claim or suit arising out of or in connection with this Agreement, the Promotion, any delivery, misdelivery or nondelivery of any Prize or my acceptance, participation in, use of, or inability to use any Prize, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROMOTION OR ANY OF THE RELEASED CLAIMS.

9.

I acknowledge and agree that my consent to the terms set forth above is a material inducement for Sponsor to award a Prize to me and that Sponsor would not do so in the absence of my consent as evidenced by my signature below.

10.

This Agreement is the entire agreement between Sponsor and me with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between me and Sponsor or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Sponsor specifically referencing this Agreement.

THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING. Please print legibly.

Name of Zooppa Competition: _____ Name of Zooppa Prize(if applicable): _____ Prize Amount(if applicable): _____

Zooppa Winner First Name: _____ Zooppa Winner Last Name: _____ Business Name: _____ or _____

Zooppa Winner Address: Street: _____ Apt #: _____ City: _____ State: _____ Postal Code(ZIP): _____ Country: _____

Telephone Number: _____ Email Address: _____ Did you win already in the current year? Yes No
If no, please fill out tax document: W-9(US) or W-8BEN(intl)
Only Fill out Tax Form if you are claiming winnings

Preferred Payment Method (please check one)
Check PayPal Email address for PayPal account if different from above _____

Copyright Clearance:
Please check the appropriate statements for all video, audio or images in your winning submission, and include all necessary permissions statements. **More than one statement may apply.** Accepted forms of permission include receipts for purchase of content, written permission (email or otherwise) from original author or copyright holder, or website demonstrating that content is available for use under appropriate creative commons license, or that the content is in the public domain. Screenshots or digitized, legible photos are acceptable forms of evidence.

Video:
 I am the author – I created the video footage.
 Video footage was created as a work-for-hire for me by written agreement with the photographer or videographer. A copy of the work-for-hire agreement is attached.
 Video footage is licensed, or otherwise used by permission of the author, and evidence of such permission is attached.
 I did not use any video footage in my submission

Audio:
 I am the author – I created the audio and music.
 Audio and music was created as a work-for-hire for me by written agreement with the musician. A copy of the work-for-hire agreement is attached.
 Audio and music is licensed, or otherwise used by permission of the author, and evidence of such permission is attached.
 I did not use any audio in my submission

Still Images, Graphics and Animation:
 I am the author - images, graphics or animation were created by me
 Images, graphics or animation were created as a work-for-hire for me by written agreement with the photographer or graphic designer. A copy of the work-for-hire agreement is attached.
 Images, graphics or animation is licensed, or otherwise used by permission of the author, and evidence of such permission is attached.
 I did not use any still images, graphics or animation in my submission.

Winner's Signature **Date (mm/dd/yyyy)**

Zooppa Use Only Below This Line

Contest ID #	User ID #	Award #
Approved Prize Amount	CM Approval	CM Approval Date