

Can I Swing It – “Pay It Forward” – Contest - RULES & REGULATIONS

- 1. CONTEST PERIOD:** Can I Swing It – “Pay It Forward” – Contest starts on May 17th, 2010 and closes when the Can I Swing It Membership reaches 10,000,000. The Contest is sponsored by Can I Swing It. (the “Sponsor”). The Sponsor is and shall remain solely responsible for the delivery of the Prize(s) to the winner(s).
- 2. ELIGIBILITY:** This Contest is open to all registered members of the Can I Swing It and other individuals directly contacted by Can I Swing It and invited to participate in the Can I Swing It (“Entrants”). All Entrants must be 18 years of age or older. Employees of the Sponsor are not eligible to win
- 3. PRIZES:** There will be Membership Milestones Prize Boards in the Contest list on caniswingit.com website listing all Prizes to be given away during the Contest Period. All Prizes are to be awarded in US dollars.
- 4. HOW TO PARTICIPATE:** The Contest is offered electronically via the Internet. All Entrants who are members of Can I Swing It are automatically entered into the Contest.
- 5. PRIZE AWARDING:** Winner will be notified by email within 15 days of the drawing. Prizes will be awarded only on verification by Can I Swing It that all contest requirements have been met by the winners. Each Prize must be accepted as awarded. No correspondence will be entered into except with selected Entrants at the email address listed on the Can I Swing It systems. Can I Swing It will notify the winner by email within 5 days of the membership milestone. The winner will have ten (10) calendar days from notification to accept the Prize by email, and will be instructed whom to contact at that time. Can I Swing It is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted within the allotted time Can I Swing It reserves the right to void that entry and select another eligible Entrant for that Prize. In order to be declared an official winner the selected Entrants will be required to complete, sign and return to Can I Swing It a Declaration and Release Form within seven (7) days of receipt. If a selected Entrant(s) fails to complete, sign and return the Declaration and Release Form to Can I Swing It within seven (7) days the Sponsor reserves the right to void that entry and select another eligible Entrant for that Prize. By completing, signing and returning the Declaration and Release Form, the Entrant (i) confirms compliance with these Contest Rules and Regulations, (ii) releases and forever discharges the Sponsor, its affiliates and subsidiaries, Can I Swing It, its affiliates and subsidiaries and their respective advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize, and (iii) gives permission to the Sponsor and Can I Swing It, at their option, to publish or otherwise use the Entrant’s name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or Can I Swing It or their respective advertising agencies. Any Cash Prize awarded will be delivered by the Sponsor to the official winner within 10 days after receipt of the signed and fully completed Declaration and Release Form.
- 6. CONTEST GENERAL RULES:** By entering the Contest, Entrants agree to abide by these Contest Rules and Regulations and the decisions of Can I Swing It, which are final.
- 7. Prize Winners:** All Prize winners will be listed on caniswingit.com’s member area.
- 8. DISQUALIFICATION:** Persons found tampering with or abusing any aspect of this Contest or the operation of the Can I Swing It website, as determined by Can I Swing It, in its sole discretion, will be disqualified. If disqualified for any of the above abuses, Can I Swing It reserves the right to terminate the Entrant’s eligibility to participate. In the event any portion of this Contest is compromised by virus, bugs, non-

authorized human intervention or other causes beyond the control of Can I Swing It, which in the sole opinion of Can I Swing It, corrupts or impairs the administration, security, fairness or proper entry into the contest, Can I Swing It reserves the right, in its sole discretion, to suspend or terminate the Contest and to award Prize(s) to individuals selected at random from the pool of Entrants received up to the point of termination. In no event will more Prizes be awarded than those listed in the Contest Rules and Regulations.

9. TAX INFORMATION: Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.

10. APPLICABLE LAWS: This Contest is subject to all applicable federal, state and county laws. Void where prohibited or restricted by law.

11. PRIZE DISCLAIMER: Can I Swing It shall not be responsible or liable to Entrants for any losses, damages or costs incurred as a result of Entrants entering the Contest or use of a Prize won in connection with this Contest or the failure by the Sponsor to deliver the Prize to the winner in accordance with the Contest Rules and Regulations. By participating in the Contest, each Entrant agrees to release and hold harmless Can I Swing It and the employees, officers, directors, shareholders, agents, representatives of Can I Swing It, its parent company, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

12. DATA PROTECTION NOTICE: Entrants' personal information is protected by Can I Swing It's Privacy Policy. The Can I Swing It Privacy Policy can be found at our website and clicking the link in the footer labeled "Privacy".