

2010 Natural High Video PSA Contest

Official Rules

Please read these Official Rules ("Rules") carefully before participating in the 2010 Natural High Video PSA Contest ("Contest"), sponsored by the Sundt Memorial Foundation ("Sponsor").

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participation in this Contest is strictly online and entries may be received only as outlined in these Rules. Entries will be accepted only by following the instructions on <http://www.naturalhigh.org/PSA>. See "How to Enter" for additional details.

1. ELIGIBILITY

Contest participants must be (a) permanent legal residents of the United States and (b) at least 13 years of age and no greater than 18 years of age at the time of entry. This Contest is void outside the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. This Contest and any advertisements relating thereto are intended for viewing only within the 50 United States and the District of Columbia. By participating in the Contest, you agree that: (1) you have read and understand the Rules; (2) you meet the Contest eligibility requirements as explained in the Rules; (3) you are bound by the Rules and to Sponsor's Conditions of Use, Legal Notices and Privacy Policy as published in the Rules; (4) you unconditionally accept and agree to comply with and abide by the Rules and the decisions of Sponsor; and (5) the Rules shall be legally binding on you and your legal representatives, heirs, successors, and assigns.

Persons in the following categories are NOT eligible to win prizes in the Contest: the Sundt Memorial Foundation or any of their, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and vendors involved in this Contest (collectively, "Contest Entities").

2. HOW TO ENTER

To enter the Contest, visit <http://www.naturalhigh.org/PSA> and follow the instructions to upload your video submission between January 1, 2010 at 7:00 a.m. PST and May 1, 2010 at 11:59 p.m. PST. First upload your video to YouTube. To upload your video, you will be required to create a Username and Password on YouTube. Next fill out the Natural High Video PSA Contest Entry form. You can submit one (1) video for the "Contest". You may also send video submissions via email at info@naturalhigh.org if YouTube is not an option for you. Limit one prize per entrant.

The video must be no longer than 5 minutes in length and follow this format:

- Resolution Recommended: 1280 x 720 (16x9 HD) and 640 x 480 (4:3 SD)
There is no required minimum resolution - in general the higher resolution the better and HD resolution is preferred. For older content, lower resolution is unavoidable.

- Bit rate: Because bit-rate is highly dependent on codec there is no recommended or minimum value. Videos should be optimized for resolution, aspect ratio and frame rate rather than bit rate.
- Frame rate: The frame rate of the original video should be maintained without re-sampling. In particular pull down and other frame rate re-sampling techniques are strongly discouraged.
- Codec: H.264, MPEG-2 or MPEG-4 preferred.
- Audio: Codec MP3 or AAC preferred
- Sampling rate: 44.1kHz
- Channels: 2 (stereo)

You agree that all videos and materials that you submit or transmit are owned solely by you and that you assume total and exclusive responsibility and liability for the content thereof and the use thereof. The Sponsor has the right to use your video on their websites as well as for marketing purposes for an unlimited time frame. You also agree that you will not upload or post any videos or other content that is or may be threatening, profane, harassing, defamatory, unlawful, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or which may give rise to civil or criminal liability under any applicable law. You further agree that you will fully indemnify and hold the Sponsor harmless of, from and against any liability, loss, damages, costs and attorneys fees that may be alleged against or incurred the Sponsor as a result of any and all claims by third parties or law authorities related in any manner to your videos and materials or the use thereof regardless of whether or not the Sponsor pre-screens your content. The Sponsor reserves the right to edit or remove content at their sole discretion for any reason.

Complete entries can be submitted to the Contest at any time during the contest. Sponsor will attempt to notify winners by Monday, May 10, 2010 using the e-mail address you provide. If after five (5) days from the first attempted contact Sponsor cannot reach or does not hear from a prize winner, such winner will not be eligible to receive a prize and his/her prize may be, at the sole discretion of Sponsor, forfeit, or given to another entrant chosen on the basis of the same criteria described in the "How the Winners are Determined" section of these rules.

Sponsor is not responsible for lost, late, incomplete, stolen, misdirected, or illegible entries, and entries will only be accepted with the completion of the entry form found at <http://www.naturalhigh.org/psa>. Once submitted, your entry cannot be edited or deleted from the Contest. Only complete entries will be accepted.

NOTE: Entrant may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified from this Contest. The use of any device to automate the entry process is prohibited.

3. PRIZE DETAILS

Subject to these Rules, the following prizes will be awarded ("Prize" or "Prizes") and all values are in U.S. dollars:

Contest prizes:

1	Grand Prize	\$ 300
2	Runner Up Prize	\$ 100

4. HOW THE WINNERS ARE DETERMINED

Video submissions will be accepted in the Contest, in accordance with these Rules, from January 1, 2010 at 7:00 a.m. PST through May 1, 2010 at 11:59 p.m. PST. After the conclusion of the Contest Period, entries will be judged using the "Judging Criteria" by the Sponsor. The Judges will make this decision based upon the following criteria: (25%) creativity; (25%) quality; and (50%) inclusion of natural high message and fit with overall theme ("Judging Criteria"). The Entries that receive the highest score, as determined by the Judges, will be the potential Featured Winners, now eligible for the Grand Prize or Runner up Prize. In event of a tie, the Entry from among those tied with the highest score in the overall message fit with theme criterion will be deemed the potential Featured Winner for that particular Prize Category.

5. ODDS OF WINNING

The chances of winning a Prize will depend on the number of eligible entries submitted. In the event any Runner Up or Grand Prize Winner cannot be contacted as specified in these Rules, or does not otherwise comply with all the requirements set out in the Rules, he/she will be disqualified.

6. USE OF PERSONAL INFORMATION AND E-MAIL ADDRESSES

In the event you are not already receiving Natural High updates at the e-mail address you provide at the time you submit your Contest Entry form, you will automatically be signed up to receive Sponsor's free monthly Natural High Newsletter. The newsletter features information about products, resources, news, and events regarding Natural High and the Natural High ® DVD Series. Once signed up to receive the newsletter, you may opt out of receiving it by selecting so at the bottom of any Natural High Newsletter that you receive. Opting out of receiving the Natural High Newsletter will not increase or decrease your chance of winning the Contest.

7. USE OF SUBMITTED VIDEOS AND INFORMATION

By entering into this Contest, you warrant that you are the sole owner of all right, title and interest (including copyright and moral rights) in and to the video and all information you submit; that these items do not infringe any intellectual property rights of any individual or entity, including the videographer who took the video(s) you have submitted; and that these

items do not contain any material that otherwise violates any laws, including any criminal prohibition.

You grant to Sponsor, and their employees, agents, personnel, assigns, licensees, successors in interest, and legal representatives, an exclusive, irrevocable and perpetual and royalty free right to use, reproduce, communicate, distribute, edit, adapt, copy, sublicense and otherwise use all or any part of your submission, including submitted video(s), information about your natural high(s), your name(s) (first name and/or last name or any other name you provided with your entry), where you live, or likeness, in all forms and in all media and in all manner, without compensation and without any restriction or notice as to changes or alterations for any advertising, promotion, publicity, or any other lawful purposes, including but not limited to use of the Sponsor's websites; www.naturalhigh.org and www.sundtmemorial.org.

You waive all moral or integrity rights with respect to the video you have entered into this Contest. Your video and information submitted may be altered for the purposes of publication at the Sponsor's websites; www.naturalhigh.org and www.sundtmemorial.org, or elsewhere. You waive any claims you may have based on any usage of your submitted video and information and release Sponsor from any and all liability related to distribution, publication, and dissemination of these items, including publication on the Internet.

You acknowledge that Sponsor is relying upon, and would not use your video and information submitted with your video in the absence of, your consent to and compliance with these Rules. Sponsor is not liable or responsible for any content provided by users of this Contest and Sponsor's websites; www.naturalhigh.org and www.sundtmemorial.org .

8. PRIZE RESTRICTIONS

Prizes will be awarded only to winners who have fully complied with these Rules. Prizes are awarded "as is" with no warranty or guarantee either expressed or implied. Sponsor credits are subject to terms and conditions specified by law and apply only to video fulfillment products and not related shipping and handling. Sponsor reserves the right to substitute any prize for one of comparable or greater value, at its sole discretion. Winner is solely responsible for all federal, state and local taxes, including any income and withholding taxes, as well as all other costs or fees associated with acceptance and/or use of the prize not specified herein as being awarded.

9. CONTEST CONDITIONS

This Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations (collectively "Rules and Laws"). Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and all associated entries will be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES

(INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, AND TO NOTIFY LAW ENFORCEMENT AUTHORITIES WHO MAY PURSUE CRIMINAL PROSECUTION. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation for any reason, including in the event Sponsor is prevented from continuing with this Contest (or any portion thereof), or the integrity and/or feasibility of the Contest (or any portion thereof) is undermined by any event or cause (each a "Force Majeure" event), If the Sponsor, in its discretion, elects to abbreviate the Contest (or any portion thereof) as a result of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award the prizes at issue from among all non-suspect eligible entrants at the time of such Force Majeure event.

10. LIMITATIONS OF LIABILITY

By entering the Contest, each entrant agrees and acknowledges to be bound by the Rules and Laws, as well as the decisions of Sponsor, whose decision shall be binding and final; that he/she will be disqualified if he/she does not comply with the Rules and Laws; to waive any rights to claim ambiguity with the Rules and Laws, and that Sponsor shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death and injury or death to pets) in connection with: participation in Contest; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize; human error; incorrect or inaccurate transcription of entry information; typographical, printing or other error in the printing of these Rules or in any Contest-related information; administration of the Contest, the processing of entries or in the announcement of prizes (including such error as may give an erroneous indication that a prize has been won); any technical malfunctions of any telephone network, computer online system, computer equipment, or software utilized by the Contest and/or entrants thereto; or any hardware or software compatibility problems on account of technical problems or human error, or combination thereof; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of one of the Sponsors. Each entrant further agrees to indemnify and hold harmless Sponsor from any and all injuries, losses, damages, claims, actions or any liability resulting or arising from participation in this Contest or acceptance, possession or use of a prize, and to release all rights to bring any claim, action or proceeding against Sponsor. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of a Sponsor; or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies.

11. GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of California in the

United States without regard to conflict or choice of law provisions or international treaties or conventions. Participants specifically agree to the venue and jurisdiction being exclusively in the courts situated in San Diego County in California, United States.

12. ACCESS TO RULES

These Official Rules will be posted online only at www.naturalhigh.org.

13. SPONSOR

This Contest is sponsored by the Sundt Memorial Foundation, whose principal place of business is located at 7817 Ivanhoe Ave, Suite #304 La Jolla, CA 92037.

14. QUESTIONS?

If you have any questions about the Contest, please e-mail Sponsor at info@sundtmemorial.org.

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