

**“Name The Omega Envoy Rover”
NAMING CONTEST OFFICIAL RULES
NO PURCHASE NECESSARY**

1. PROMOTION DESCRIPTION: The "Name The Omega Envoy Rover" Contest (the "**Contest**") begins at 12:01 a.m. Eastern Time ("**ET**") on 05/27/09 and ends at 11:59 p.m. ET on 08/31/09 (the "**Contest Period**"). The Contest provides any person in the world with the opportunity to suggest the name for the Omega Envoy Rover, an official team competing in the Google Lunar X PRIZE, by submitting a two minute long video on You Tube giving his/her idea and reason for choosing it. By participating in the Contest, each entrant, and for entrants under age 18, his/her parent or legal guardian unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Omega Envoy Project, a project by Earthrise Space, Inc. (Earthrise Space, Inc.; 1302 Balsam Willow Trail, Orlando, FL 32825) (the "**Sponsor**"), which shall be final and binding in all respects. By participating in this contest, each entrant, and in the specified cases, his/her parent or legal guardian also unconditionally accepts and agrees to comply with and abide by the rules for prize provision set out in sections 6 and 7.

2. WHO CAN ENTER: The Contest is open only to any person in the world. Entrants under the age of 18 must have a parent's or legal guardian's permission to enter. In the case of an entrant under the age of 18 winning the contest his/her parent or legal guardian must be willing to provide consent in form and substance suitable to the Sponsor, in Sponsor's sole discretion, in order to be confirmed as a prize winner. Employees of the Sponsor and any affiliates of the Omega Envoy Project including but not limited to advisors, volunteers, directors, immediate family members, and project sponsors, and Google and X PRIZE Foundation employees are eligible to enter the Contest and win a prize as long as entrant enters contest representing himself/herself and not his/her affiliation with the Omega Envoy Project.

3. HOW TO ENTER:

ONLINE: All submissions shall be made as a "video comment" to the Contest promotional video found online at the official Omega Envoy Project You Tube Channel: <http://www.youtube.com/OmegaEnvoyProject> (the "**Channel**") and at the Omega Envoy Project website: <http://omegaenvoy.org/> (the "**Website**") Submissions (the "**Submission**")

shall be made in accordance with section 4.

All Submissions must be received during the Contest Period. Limit one entry per person. No substitutions of new versions of a Submission will be accepted once the original Submission is submitted for consideration. All requested information must be completed to enter and to be eligible to win. Except as otherwise contemplated in these Official Rules, information collected in connection with this Sweepstakes will be used by the Sponsor in accordance with the privacy policy available at the Website. Any communication or information transmitted to the Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary, except for personal information as protected by the Contest privacy policy. Proof of submission is not considered proof of delivery to or receipt of such entry. Sponsor shall have no liability for any Submission that is lost or otherwise not posted as a "video comment" in the correct place.

4. SUBMISSION REQUIREMENTS

Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute discretion, fails to meet the following criteria will be disqualified):

- (a) The Submission must be the entrant's own, original, and unique idea;
- (b) The Submission must be in English;
- (c) The Submission may not contain names of past, current or proposed space missions, nor may a Submission use a name already adopted by any previous, present or planned astronomical observatories (domestic or international), nor any name under copyright. If an entrant suggests a name for the Omega Envoy Rover after a person, that person must be deceased with no post mortem/privacy right of publicity. Furthermore, any Submission that is considered by the Sponsor in their sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry;
- (d) Submission video must include but not limited to: The entrant's full name, Rover name Submission, reason for choosing this name, Rover gender;

(e) Submission must not exceed two minutes in length.

(f) Submissions must be made through entrant's or parent/legal guardian's personal You Tube Channel or by the Sponsor at any promotional event. This is essential to notify winners as discussed in section 5.

5. CONTEST SUBMISSION AND WINNER SELECTION: At the conclusion of the Contest Period, and assuming a sufficient number of eligible entries are received, the Sponsor will designate un-biased judges who will select a total of ten (10) Semi-Finalists, ("**Semi- Finalists**"), based on the following criteria: originality of name - 30%; video quality/appearance - 20%; appropriateness and significance of name - 50%. The Sponsor's designees will then review the Semi-Finalists to select a total of three (3) Finalists, ("**Finalists**") based on the above-referenced judging criteria. In the event of a tie, tied entries will be re-judged in accordance with criteria listed above to determine the Finalists.

The Finalists' Submissions will be posted on the Channel and the Website for a "Public Poll." One (1) Grand Prize Winner will be chosen based on the "Public Poll," essentially leaving it up to the public to ultimately choose the Rover name.

The Semi-Finalists, Finalists and Grand Prize winner will be notified via their You Tube Channel "message" option. The Sponsor shall have no liability for any notification that is lost, or otherwise not received by the potential Semi- Finalist, Finalist or Grand Prize winner for any reason. If any potential Semi-Finalist, Finalist or Grand Prize winner does not respond within the time required by the Sponsor, or if the notification is returned as unclaimed or undeliverable to any potential Semi-Finalist, Finalist or Grand Prize winner, such potential Semi-Finalist, Finalist or Grand Prize winner will forfeit his or her prize and an alternate may be selected. If any potential Semi-Finalist, Finalist or Grand Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Semi-Finalist, Finalist or Grand Prize winner will be disqualified and the prize and/or status may be awarded to the next highest scoring Submission.

6. PRIZE AND APPROXIMATE RETAIL VALUE: The following prize will be provided and awarded by the Sponsor. One (1) Grand Prize is available: The Grand Prize, besides naming the Omega Envoy Rover, will be

his/her name either engraved, written, or placed on a plaque on all Omega Envoy Rover prototypes including the flight version. Grand Prize Winner's submitted name may be used to name the Mars Science Laboratory rover. The Omega Envoy Project and Earthrise Space, Inc. have no obligation to use the winning name. The approximate retail value (“ARV”) of the Grand Prize could be upwards of \$5,000.

No cash alternative or prize substitutions will be allowed, except the Sponsor reserves the right to substitute prize(s) of comparable value if the prize listed is unavailable for any reason.

7. GENERAL RULES: Void where prohibited by law. All federal, state and local laws and regulations apply. Winners may make no substitution or transfer of prize. Not responsible for lost, late, misdirected, incomplete or illegible entries.

By making a Submission to the Contest entrant is thereby agreeing to the rules and stipulations set forth in this document.

The potential Grand Prize winner, must sign an Affidavit of Eligibility certifying that the Submission is the entrant's original video, that the entrant owns the right to the video, that the Submission has not previously won a prize in a national contest and that the entrant has followed the Official Rules of the contest, along with an Affidavit/Release/Prize Acceptance Form, (collectively, the "**Prize Claim Documents**"). At the Sponsor's option in the case of Grand Prize Winner under age of 18, the applicable prize will either be awarded in the name of the parent or legal guardian of such winner or potential winner, or the parent or legal guardian of such potential winner will be required to ratify and sign the Prize Claim Documents. If a Grand Prize winner or such winner's parent or legal guardian fails or refuses to sign and return all Prize Claim Documents within seven (7) days of prize notification (or a shorter time if required by exigencies), the Grand Prize winner may be disqualified and an alternate winner may be selected. At the Sponsor's sole discretion, Semi-Finalists and Finalists may also be required to sign Prize Claim Documents.

The Sponsor is not responsible if the ability to place Grand Prize Winner's name on the rover is cancelled or delayed for any reason or if Earthrise Space, Inc. does not use the winner's Submission for the Omega Envoy

Rover.

Earthrise Space, Inc. and the Omega Envoy Project are not responsible if prize provision is cancelled or delayed for any reason.

8. GRANT OF RIGHTS: Each entrant who enters into the Contest hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsor, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Submission for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. The Sponsor shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which the Sponsor deem necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Submission.

9. PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between the Sponsor and Finalists of the Contest, each Finalist irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's Submission (suggested rover name and video), in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Submission, the Website, the Contest or other promotions, and hereby releases the Promotion Entities, and their respective successors, assigns and licensees from any liability with respect thereto.

10. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants (and, in the case of minors, their parents or legal guardians) agree that the Sponsor and Promotion Entities

(a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in 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. The 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 caused by circumstances beyond its reasonable control. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, late, or lost Submissions, Submission 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. Sponsors and the Prize Provider reserve the right in their 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 unsportsman-like 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 the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible Submissions are received or the 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, 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, provincial 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), Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsors may (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any

way except in a written document issued in accordance with the law by a duly authorized representative of the Sponsor. 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.

11. DATES & DEADLINES/ANTICIPATED NUMBER OF

ENTRANTS: Because of the unique nature and scope of the Contest, the 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. The Sponsor makes no representation or prediction with respect to the number of entrants.

12. FURTHER DOCUMENTATION: If the Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as the Sponsor may reasonably require in the effect of the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request.

13. PRIVACY POLICY: All Submissions will be subject to the "Name The Omega Envoy Rover" privacy policy, available on the Website.

14. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between entrant and the Promotion Entities in connection with the Contest shall be governed by and construed in accordance with the internal laws of the United States and the State of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, country's or jurisdiction's laws.

15. WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally required winners list, send a self-addressed stamped envelope to:

ATTN: "Name The Omega Envoy Rover" Contest
1302 Balsam Willow Trail
Orlando, FL 32825

All such requests must be received by four (4) weeks after the end of the Contest Period. The winners' names will also be posted on the Website as soon as they are selected. These Official Rules will be posted on the Website.