

## 2010 PLATO'S CLOSET "TELL US YOUR STORY" AUDITION OFFICIAL RULES

Please read these Official Rules carefully. Winmark Corporation (the "Sponsor") is producing an advertising campaign for Plato's Closet and is looking for enthusiastic fans to be featured in television commercials. This is a talent search, not a sweepstakes with guaranteed winners. The use of participants or their stories in any final commercial is solely up to Sponsor.

**1. ELIGIBILITY:** Plato's Closet "Tell Us Your Story" (the "Audition") is open to legal residents of the fifty (50) United States (including D.C.) and Canada who are at least sixteen (16) years old at the time of entry. All employees or children of Plato's Closet franchisees are eligible and must identify themselves as such on submission materials. SAG / AFTRA members are not eligible to enter. All applicable federal, state and local laws and regulations apply. Void where prohibited.

**2. AUDITION SUBMITTAL PERIOD:** The Audition begins at 12:01 a.m. Central Time ("CT") on February 18, 2010 and ends at 11:59 p.m. CT on March 12, 2010 (the "Audition Period"). The Audition Period consists of a video submission phase, which begins at 12:01 a.m. CT on February 18, 2010 and ends at 11:59 p.m. CT on March 12, 2010 (the "Video Submission Phase"); Review period by agency personnel and Winmark corporation staff begins at 12:00 a.m. CT on February 29, 2010 and ends at 11:59 p.m. CT on March 23, 2010 (the "Review Period").

### **3. AUDITION SUBMISSION:**

**Video Submission Phase:** During the Audition Period visit [www.platoscloset.com/auditions.html](http://www.platoscloset.com/auditions.html) for instructions on how to complete the submission form and submit a video featuring your "Tell Us Your Story" audition. To be considered for this Audition, you must fill out the submission form honestly, accurately, and completely. Failure to do so may result in your elimination from consideration or your removal from the program. All video submissions must be accompanied by a typed script or written story.

#### **Video Submission Requirements:**

- Submissions should not exceed 60 seconds in length or 100MB.
- The video must have a close, tight shot of you smiling followed up by a fully body shot, and audio that is clear enough for us to hear your story.
- The video must only include you and any friends or family that have agreed to these terms and conditions. Do NOT include any music in the video or other material in the video that you do not own the rights to.
- Submissions must not include defamatory statements, nudity, or vulgar or inappropriate content or language.

- Submissions by minors (under 18 years of age) that are selected will need confirmation of parent or guardian's approval and that parent/guardian's name and daytime telephone number.
- Participants can submit more than once, however there is a maximum entry of 3 entries per person and each submission must be a different version.
- Participants' video submissions must not be posted on any other web site or social media outlet, such as Youtube or Facebook.

During the registration process, each participant will be required to click where indicated or send an email to confirm that participant agrees to be bound by these Official Rules. Any Submission that includes content that is deemed inappropriate, indecent, or obscene, as determined by Sponsor in its sole discretion, will not be eligible. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which are void. In addition, by entering, participants represent and warrant that the entries that they submit are their own original creations and do not infringe any other person's or entity's rights. By submitting an entry in connection with this Audition, participants unconditionally assign and transfer to Sponsor all rights, title, interest and claim, which it now has or may in the future have to entries (including, without limitation, the submitted video), whether acceptable or not regardless of the form they take, or any element(s) thereof including, without limitation, the copyright therein and further grants the Sponsor the right to use, publish, exploit and/or modify any submission and/or video submitted in connection herewith in any manner it wishes. Sponsor reserves the right to modify video and publish or advertise the video without approval, acknowledgement or compensation unless prohibited by law.

**Limit:** Each participant may enter three (3) Submissions during the Audition Period. A maximum of 3 entries per person, and each entry must be a different version.

**Review Period:** The qualified judges composed of agency personnel and Winmark Corporation staff will determine the finalists, if any, based on the submissions that have the best presentation, story, unique style and overall appeal.

**4. JUDGING/REQUIREMENTS OF AUDITION WINNERS:** Qualified judges, whose decisions regarding the audition and related matters are final, may choose up to 8 winners. Winners will be notified by email and/or phone on or about March 23, 2010. Winners must comply with all Audition rules as published. All winners must return a parent or legal guardian's Affidavit of Eligibility (if under the age of 18), and a Liability and Publicity Release, where permitted, within three (3) days from the date of notification. In the event that any potential winner is disqualified for any reason or fails to return any required paperwork, another participant may be selected by the qualified judges. Winners agree not to

conduct any media interviews related to the Audition. Failure to comply with this requirement for any reason will result in disqualification. Acceptance of winners shall constitute and signify their agreement and consent to the Sponsor and their designees including Winmark Corporation and Plato's Closet, the right to use each winner's name, city/state, likeness, voice, biography and photographs on Plato's Closet websites, properties and broadcast, including, but not limited to broadcast television and radio, website, and on in store collateral, without any compensation from the Sponsor, except where prohibited by law.

**5. COMPENSATION:** The Plato's Closet "Tell Us Your Story" Winners will receive transportation to Minneapolis and lodging in April of 2010 (specific date TBD) for filming, as well as modest compensation. If winner is a minor (under age 18) transportation will be provided for one (1) parent or legal guardian. If in the judgment of Sponsor air travel/accommodation is not required due to winner's proximity to Minneapolis, a ground transportation voucher will be substituted for roundtrip air travel at Sponsors' sole discretion. Sponsor will determine the need for airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability.

Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companions must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary, and at the same time as the winner. If winner is a minor in his/her state of residence, the travel companion must be that winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor not responsible if any filming facilitated by Sponsor is delayed, postponed or cancelled for any reason. Actual value may vary based on airfare fluctuations and distance between departure and destination. No cash equivalent will be made available on travel and lodging. No substitution will be made except as provided herein at the Sponsor's sole discretion. Compensation consists of only those items specifically listed above - any item, feature, cost or expense not specifically listed, as part of the audition is the sole responsibility of the winner. The approximate retail value of audition package is \$1,700. All federal, state and local taxes, are the sole responsibility of winners.

**6. GENERAL TERMS:** By entering or participating in the Audition, Participants agree to be bound by these Official Rules. Sponsor assumes no responsibility

for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any Submission or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, or by any of the equipment or programming associated with or utilized in the Audition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Audition; or (4) technical or human error which may occur in the administration of the Audition or the processing of entries.

If, for any reason, the Audition is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Audition, Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Audition, and select the winner for the Audition, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor.

**7. LIMITATION OF LIABILITY:** By participating in this Audition, Participants hereby waive and release, and agree to hold harmless Sponsor, Winmark Corporation, Plato's Closet and CTS / TRIAD, Inc. including, but not limited to all auditions and advertising agencies, and their respective staff, employees, parents, subsidiaries, affiliates, distributors, advertising, talent agencies and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Audition, or their participation in the Audition, or their participation in any Audition or prize related activity, or any travel related to the Audition or any travel for any prize related activity. Winners also further acknowledges that Sponsor, their affiliates, subsidiaries, employees, officers, directors, and advertising agencies have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Audition including but not limited to quality, condition or fitness for a particular purpose.

**8. GOVERNING LAW:** Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Audition or any prize awarded shall be resolved under the laws of the State of

Minnesota, without respect to any conflict of law issues, and Participant agrees that such shall be resolved individually, without resort to any form of class action, and exclusively by the Federal and State Courts of Minnesota.

**9. PERSONAL INFORMATION:** The personal information collected through The audition is subject to Sponsor's privacy policy statement <http://www.platoscloset.com/privacy.html>

**10. RULES/WINNER LIST REQUESTS:** To obtain these rules or for notification of the winner, either email to [tellusyourstory@platoscloset.com](mailto:tellusyourstory@platoscloset.com) or send a self-addressed stamped envelope to: "Tell Us Your Story" Audition Official Rules/Winner List Request", c/o Winmark Marketing, 605 Highway 169N, # 400, Minneapolis, MN 55441". Requests for winner list must be received by March 23, 2010.

**11. SPONSOR:** Winmark Corporation, 605 Highway 169N, # 400, Minneapolis, MN 55441. All Rights Reserved.