

EcoTech Marine Online Video Contest

Official Rules

No purchase necessary to enter or win. Must be 18 years of age or older.

1. NO PURCHASE NECESSARY TO ENTER OR WIN: The EcoTech Marine video ("Contest") is a video submission contest offering the opportunity to compete for a chance to win one prize, an EcoTech Marine VorTech MP10. By participating in this Contest, Entrants agree to be bound by these Official Rules and to Sponsors' decisions, which are final and binding on all matters relating to the Contest. The **Contest submission period begins at 12:00 a.m. E.S.T. on October 27, 2009 and ends at 11:59 p.m. E.S.T. on November 27, 2009 ("Submission Period").**

- Submission Period: Videos are submitted according to the "How to Enter" description in Section 3 of the Official Rules.
- Notification Period: Sponsor shall attempt to contact Prize Winners, or an alternate, if necessary, as described in Section 6 of the Official Rules.
- Prize Winners announced on the official contest website on or about **12/1/09.**

2. ELIGIBILITY: Contest is open to entrants ("Entrant") who are legal residents of the 50 United States and Washington, D.C. Void outside of the 50 United States, Washington, D.C., and where prohibited. Entrants must be at least 18 years of age. Employees, officers and directors of Sponsor and members of their immediate families, and those living in the same household, their licensees, promotional partners, prize providers, agencies, affiliates, subsidiaries, owners and agents are ineligible. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the natural person in whose name the email account they entered with, is registered with. Entry constitutes Entrant's certification that he/she meets the eligibility requirements set forth in these official rules. Sponsor reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: To enter, go to the contest entry form on the EcoTech Marine website. Fill out the form which includes basic contact information and a link to your video. Read and agree to the official rules. Click submit.

Entrants must submit a short video under three [3] minutes in length, based on: your own reef tank and the VorTech pump that is on it. Entrant must comply with all Video submissions requirements, as detailed below. Entry is not complete until Entrant has agreed to rules and attached a link to their video.

All Submissions must be received by **11:59 p.m. E.S.T. on November 27, 2009.** Sponsor is not responsible for late or unsuccessful attempts to enter. Sponsor reserves the right to allow for minor fluctuations between the Entrant's timing device and the actual runtime of the Submission on the Contest Homepage, based on clear intent to comply with the Official Rules, as determined in the Sponsor's sole discretion. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the Video Submission, including releases from the

submitting Entrant and any third parties appearing in the Submission. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest, Sponsor reserves the right to determine in its sole discretion which entries have satisfied the entry requirements. Entrants may enter more than once, as long as all entries comply with these Official Rules, including without limitation the Video Submission Requirements. **ELIGIBLE ENTRANTS MUST SUBMIT EACH ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

Video Submission Requirements

Videos must:

- Be a maximum of three (3) minutes in length; Any videos exceeding the time limit will be disqualified.
- Have a VorTech product on the tank. A video of a tank without a VorTech pump will be immediately disqualified.
- Be the Entrant's own tank and original idea.
- Comply with the Terms of Service and specifications for user submissions and/or video uploads on the website the video currently resides – either YouTube or Vimeo.

Videos must NOT:

- Exceed two (3) minutes in play time;
- Contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing;
- Include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property.
- Contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Video Submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures.
- Feature music that is not originally written, performed and produced by Entrant only; all music featured in any video must be available to publicize and broadcast on a license-free, no compensation basis.
- Include third parties, including but not limited to minors, celebrities and friends who have not expressly authorized Entrants to display their image, likeness or voice in any submitted video or otherwise use such image, likeness or voice in accordance with these Official Rules.

By entering, each Entrant represents and warrants that his or her entry (and Sponsor's and its designees' use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local laws or ordinances. Entrant further represents and warrants that he or she has secured the requisite consent from any third party referenced or appearing in their entries. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Video Submission Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest. Entrant agrees that Sponsor shall own the entries (and all ideas, forms, designs, patents, copyrights, trademarks and other intellectual property embodied therein), and that Sponsor and its designees shall have the perpetual, worldwide right to publish and use the entries in any way, and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration to Entrant or any third party.

4. VIEWING PERIOD: Videos shall be available for viewing once they are submitted. Entrants must be aware that any video they submit can and will be put on the EcoTech Marine website. All decisions of the Sponsor are final on all aspects of the Contest.

5. JUDGING PERIOD: The Judging Period begins on 10/27/09 and ends on 11/27/09. Prize Winner based on the following criteria:

- Mandatory use of a VorTech pump on the tank.
- Complies with all rules stated in this document.
- Subjective choosing by EcoTech Marine panel of judges that is non-negotiable by entrants.

6. WINNER NOTIFICATION AND ANNOUNCEMENT: The Prize Winner will be notified by email on or about December 1, 2009, and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor will select an alternate Prize Winner according to the aforementioned criteria. If a Prize Winner cannot be contacted after the first attempt to contact him or her, or if he or she fails to respond within the required time period (if applicable) the Prize Winner will be disqualified and an alternate entry will be selected in his or her place from all eligible entries received according to the judging criteria described above.

7. PRIZE: One (1) Grand Prize: One Grand Prize winner ("Grand Prize Winner" or "Winner") will receive an EcoTech Marine VorTech MP10 pump, valued at \$195.

Prize Restrictions: Winners must be 18 years of age or older. Winner will be solely responsible for any and all federal, state and/or local taxes and all fees and expenses resulting from acceptance of any and all prizes associated with this Contest, including but not limited to taxes and other expenses. Winner cannot assign or transfer the prize to another person. No prize substitution or changes are allowed except at the discretion of Sponsor. Prize cannot be substituted or redeemed for cash. All prizes are subject to availability. If prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded in Sponsor's sole discretion. Other restrictions may apply. Prize is provided "as is" without warranty other than manufacturer's warranty where applicable. Winner is responsible for any loss of prize or portion of prize after it

has been delivered. Sponsor will not replace lost or stolen prizes. No refunds or credit for changes are allowed.

8. RIGHTS IN SUBMISSIONS: In consideration of Entrant's Video being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Video, or any portion thereof, in any media now known or hereafter devised including, but not limited to all forms of television and all forms of Internet and wireless protocol. Each Entrant authorizes the Sponsor and any entities affiliated with the Sponsor to utilize, for eternity and in any manner they see fit, the Video submitted to Sponsor, and to make derivative works from such materials solely in connection with the Contest (i.e., to create promotional materials). Each Entrant releases the Sponsor, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's video submission, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Official Rules and the release forms. Prize Winner may be required to complete and execute additional documents and have third parties execute Sponsor's documents in connection with the rights granted to Sponsor as a condition of prize acceptance. In addition, by participating in the Contest and submitting a Video, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's Video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law. The Sponsor will not share an Entrant's information with any third parties.

9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the

Video or any other production based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10. RIGHTS OF SPONSOR / DISCLAIMER OF LIABILITY: Sponsor shall have the right and sole discretion to edit, to refuse to air or transmit, or cease to air or transmit any Video whatsoever which it finds to be in violation of these Official Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to Sponsor's standards and practices and other policies. Sponsor also reserves the right to replace a Winner's Video with the Video of an alternate eligible Entrant in accordance with these Official Rules if such Video and/or Entrant is withdrawn from or removed from the Contest for any reason. Sponsor also reserves the right, in their sole discretion, to terminate the Contest for any reason in the event that there is an error, malfunction, problem or other cause which impacts the operation, administration or security of the Contest or the Sponsor and, in such situation, to select the winner from the eligible Entries received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor. The Sponsor is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Video's creation. The Sponsor is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the Videos transmitted on the website or on television. The Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Videos. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same. This site may also be linked to websites operated by companies affiliated with Sponsor. Visitors to those sites should refer to each site's separate privacy policies and practices.

11. WARRANTY: It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Video is solely owned by Entrant and solely created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Videos. Entrant further represents and warrants that the Videos and any use thereof by the Sponsor or any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

12. INDEMNITY: The Contest may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). Entrant shall indemnify and hold harmless the Sponsor, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein.

13. RELEASE AND LIMITATION OF LIABILITY: By participating, each Entrant agrees that the Sponsor and each of their respective agents, representatives, parent companies, affiliates, subsidiaries and legal advisers, and each of their respective employees, shareholders, officers, and directors ("Released Parties") are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any prize, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE CONTEST HOMEPAGE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. GENERAL TERMS AND CONDITIONS: In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not

have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Contest, and/or any intellectual property owned or licensed by the Sponsor or their respective parent companies, subsidiaries and affiliated entities. Sponsor reserves the right, at its sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.

15. PRIVACY POLICY: By entering the Contest, you grant EcoTech Marine permission to share your e-mail address and any other personally identifiable information with any co-sponsor solely for the purpose of administration and prize fulfillment. EcoTech Marine will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy.

16: SPONSOR: EcoTech Marine 1349 Lynn Ave, Bethlehem, PA 18015 (610) 954-8480.