

Official Rules

Design Your Own Hope Diamond Contest

NO PURCHASE IS NECESSARY TO ENTER OR WIN IN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The "Smithsonian Channel Design Your Hope Diamond Contest" ("Contest") starts at 9:00 am (ET) on August 19, 2009 and ends at 11:59 pm (ET) on February 28, 2010 ("Entry Period"). The sponsor of this Contest is SNI/SI Networks LLC, 1633 Broadway, 16th Floor, New York, NY 10019 (the "Sponsor"). The Contest shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein. **IMPORTANT NOTICE: YOU MAY ENTER AS OFTEN AS YOU LIKE, BUT EACH ENTRY MUST BE SUBMITTED SEPARATELY. ENTRIES THAT DO NOT MEET THE REQUIREMENTS SPECIFIED BELOW WILL BE DISQUALIFIED.**

ELIGIBILITY: This Contest is only open to legal residents of the United States (except residents of Puerto Rico, all U.S. territories and possessions and overseas military installations), eighteen (18) years of age or older as of the date of their entry. A minor in the jurisdiction in which they reside must get his or her parent's permission prior to entering. You may not participate in this Contest if you are under contract with any third party which might interfere with your ability to enter into agreements with any of the Promotion Parties (as defined herein) or their designees, as determined by the Sponsor, in its sole and absolute discretion. Employees and their immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) of the Sponsor, Mammoth Advertising and their respective parent companies, subsidiaries, and related companies, agencies, the judging panel or "Administrator"), collectively the "Promotion Parties", and those living in the household of same, whether or not related, are not eligible. This Contest is void outside the specific area of eligibility stated above and where prohibited by law. By entering, entrants represent that they have read these Official Rules and agree to abide by and be bound by all terms of these Official Rules.

HOW TO ENTER: Beginning at 9:00 am (ET) on 8/19/09, you may enter the Contest. After you have completed your entry design (as detailed below), visit www.Smithsonianchannel.com/hopedesign (the "Entry Site") and follow the directions to enter: Complete the online entry form. You will be asked for your name, complete mailing address (no post office boxes will be accepted), telephone numbers, date of birth, and (if applicable) e-mail address. **ONLY ONE (1) PERSON MAY BE NAMED ON A SUBMITTED ENTRY.** You will be required to upload your original design utilizing the following formats: Entry design must be submitted as either JPegs, PNGs and non-animated gifs with a resolution no larger than 10 mb file. After you complete your entry submission, you will be required to click on the "I accept the Official Rules" checkbox and following that, click on the "Enter The Contest" button. Once you have clicked on the submit button, you will be entered into the Contest. **ALL ENTRIES MUST BE RECEIVED BY 11:59 PM ET ON 2/28/10.** **IMPORTANT NOTE: IF THE ENTRY CONTAINS ANY MATERIAL OR ELEMENTS THAT ARE NOT OWNED BY THE CONTESTANT AND/OR WHICH ARE SUBJECT TO THE RIGHTS OF THIRD PARTIES, THE ENTRANT IS RESPONSIBLE FOR OBTAINING, PRIOR TO SUBMISSION OF THE ENTRY, ANY AND ALL RELEASES AND CONSENTS NECESSARY TO PERMIT THE USE AND EXHIBITION OF THE ENTRY BY SPONSOR IN THE MANNER SET FORTH IN THESE OFFICIAL RULES, INCLUDING, WITHOUT LIMITATION, NAME AND LIKENESS PERMISSIONS FROM ANY PERSON WHO APPEARS IN OR IS IDENTIFIABLE IN THE ENTRY. IF ANY IDENTIFIABLE PERSON APPEARING IN THE ENTRY IS UNDER THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, HIS/HER PARENT OR LEGAL GUARDIAN IS REQUIRED TO PROVIDE PERMISSION. SPONSOR RESERVES THE RIGHT TO REQUEST PROOF OF THESE PERMISSIONS IN A FORM ACCEPTABLE TO SPONSOR FROM ANY ENTRANT AT ANY TIME. BY SUBMITTING AN ENTRY, CONTESTANT (OR, IF AN ELIGIBLE MINOR, HIS/HER PARENT OR LEGAL GUARDIAN) WARRANTS AND REPRESENTS THAT HE/SHE AND ANY PERSONS APPEARING OR WHO ARE IDENTIFIABLE IN THE ENTRY CONSENT TO THE SUBMISSION AND USE OF THE ENTRY IN THE CONTEST AS DETAILED IN THESE OFFICIAL RULES.** Sponsor in its sole discretion shall determine if any submitted entry is inappropriate for presentation on Sponsor's Web site or consideration in this Contest for any reason. Any such entries deemed to be inappropriate (including, without limitation, due to technical, legal, or other clearance problems) will be disqualified and will not be judged in this Contest. **Privacy Information:** The information obtained from the entry will be used by Sponsor in accordance with Sponsor's privacy policy, available at the Entry Site. The laws of the State of New York apply to and govern this Contest and any claims must be raised and resolved in the Federal and state courts located in New York County, New York, United States.

WINNER SELECTION: All eligible entries received will be judged according to the following criteria:

50% Creativity

50% Originality

All judging will be done by a panel of qualified judges, and judging is scheduled to be completed on or about March 30, 2010. The five (5) entries judged to have achieved the highest score according to the

above-specified criteria shall be declared the Winners. In the case of a tie, qualifying entries will be determined on the basis of its entry's rank in the first criteria, continuing thereafter to the second, as needed to break the tie. Sponsor reserves the right to choose fewer than the stated number of Winners (as detailed above) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The potential Winners will be notified by telephone or e-mail by April 15, 2010. The potential Winners (or potential Winner's parent or legal guardian if potential Winner is a minor in the jurisdiction in which he/she resides) will be required to execute and return an Affidavit of Eligibility/Release of Liability/Submission Release form, a completed IRS W-9 form, and a Publicity Release form (where permitted) within three (3) days of date of receipt of notification. A pre-paid overnight delivery air bill will be provided to facilitate the return of all required documents. Failure to return all required documents within the deadline may result in the forfeiture of the position of Finalist and, at Sponsor's discretion; an alternate Winner may be selected. Any Winner notification returned to Sponsor or its fulfillment company as undeliverable for any reason will be forfeited and, at Sponsor's discretion, awarded to an alternate. If an alternate determination is necessary for any reason, the entry with the next highest total score shall be declared a Finalist. Sponsor shall have the right to disqualify any entries that Sponsor has determined, in its sole and exclusive opinion, fail to meet the Contest criteria, expose Sponsor to any unacceptable degree of technical, legal or financial risks or problems, use text, music, video material, photographs and/or graphics and/or other components in a manner objectionable to Sponsor, as determined by Sponsor in its sole discretion (including but not limited to content deemed by Sponsor to be in bad taste, or which contains violence, is sexually explicit or otherwise offends or denigrates any group or class of people or could reflect unfavorably on Sponsor). Entries may not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Sponsor and Judges' decisions are final and binding with respect to all matters relating to this Contest. Acceptance of a Prize constitutes permission (except where prohibited by law) for Sponsor and its designees to use a Finalist's or Contest Winner's name, address (city and state), likeness, voice, statements and entry (and any version or derivative works thereof) for advertising, promotion and publicity purposes worldwide in perpetuity, in any medium or format now known or hereafter created, without additional compensation, notification, permission or limitation.

PRIZES: Five (5) Prizes will be awarded: The Prize consists of \$200 American Express gift cards and the Contest winning design will be featured on Smithsonianchannel.com, subject to the sole discretion of Sponsor. NOTE: As stated, exhibiting of Contest winning design is at the sole discretion of Sponsor and no promise or guarantee of such display is implied. In the event that the Contest winning design is not featured on Smithsonianchannel.com, no additional prize element will be substituted. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. The approximate retail value ("ARV") of each Prize is \$200. The total ARV of all prizes to be awarded in this Contest is \$1000. Prizes are not transferable or redeemable for cash. No substitution, transfer or cash equivalent of a prize by the Contest Winners is permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value. All applicable federal, state, local or other taxes, including but not limited to income and withholding taxes (except excise taxes if any), are the sole responsibility of winners.

RELEASE AND LIMITATIONS ON LIABILITY: By entering the Contest, each entrant affirms that he/she has read, accepted and agreed to be bound by these Official Rules (including, the Contest Entry Release Form terms). You agree to be bound by these Official Rules and Sponsor's and judges' decisions, which are final and binding in all respects, and to waive any right to claim ambiguity in the Contest or these Official Rules. The Promotion Parties and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) (collectively, the "Releasees") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Contest; inability to access any website (including the Entry Site); inability to upload entry material; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Entry Site); typographical, printing, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the Administrator of the Contest and/or the Entry Site, the processing or judging of entries, the announcement of the winners or in any Contest-related materials, or for any other reason whatsoever. Proof of submitting an entry is not considered proof of delivery or receipt. Illegible and incomplete entries will be disqualified. All entries become the property of the Sponsor and will not be returned or acknowledged. False and/or deceptive entries or acts shall render

entrants ineligible and their entries will be void. You further agree to release, forever discharge, indemnify and hold harmless, and covenant not to sue, the Releasees (as defined below) from and against any claims, damages, expenses or liability arising from or related to any injuries, damages or losses (collectively, "Loss") to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from your participation or inability to participate in this Contest, including, without limitation, your breach of any terms or representations contained in these Official Rules (and where applicable, the Contest Entry Release Form terms) or the use by the Releasees of any of the rights granted by you or your acceptance of or use or inability to use any Prize (including any injury or harm resulting from use or enjoyment of the Prize or elements thereof, whether under a theory of contract, tort (including negligence), warranty or other theory.

GENERAL: This Contest is subject to all applicable federal, state and local laws and regulations. All entrants represent and warrant that any material that he or she submits is entrant's original creation, has not been previously published or won an award, does not infringe upon the copyright or any other right or interest of any other person or organization, and that the entrant has not previously granted any rights to such material to any other person or organization, nor does any third party have any interest in such materials. Sponsor reserves the right to conduct background checks on any Contest winner and to verify the accuracy or legitimacy for truthfulness of any information contained within the submitted entry. Sponsor will be the sole, exclusive and perpetual owner of the submitted designs, which ownership entitles Sponsor, among other things, to all right, title and interest in the copyright in and to the submitted design. By entering this Contest, entrants (i) agree that all entries and any other materials submitted (whether acceptable or not, regardless of the form they take) will be owned exclusively by Sponsor, (ii) waive all rights of Droit Moral and other rights of authorship in and to the material submitted, and (iii) grant Assignees (as defined below) the absolute and exclusive right and permission to edit, modify, publish, exploit and use the content of and elements embodied in the entry and the entry itself worldwide in perpetuity in any and all media (whether now existing or hereafter devised) and in any manner, for trade, advertising, promotional or any other purposes without further approval, permission or consideration. Entrant further warrants and represents that none of the elements comprising the entry nor the performances embodied thereon, nor any other materials submitted by Entrant, nor any use thereof by Sponsor, or its grantees, licensees or assigns will violate or infringe upon the rights of any third person or entity. If requested by Sponsor, Entrant agrees to submit to Sponsor additional documentation verifying that Entrant has obtained appropriate waivers regarding and/or releases for the use of the name, likeness and/or image of any person appearing in the entry; provided however, that Sponsor's failure to request such additional documentation shall not be construed to limit Entrant's representation and warranty that all such clearances and permissions have been obtained. Entrants also agree that Sponsor, its affiliated and subsidiary companies, licensees, designees, successors and assigns (collectively, "Assignees") shall have the right and permission to use the name, city and state of residence, signature, voice, picture or other likeness, entry, entry information and/or entry submission of entrant in any manner or media now or hereafter known (including, without limitation, placing entrant's name, signature, entry, and/or entry information onto the Sponsor's web site(s) or other site(s) promoting this Contest) without further consideration or notification to or permission from entrant or any third party, except where prohibited by law. Entrants hereby assign all their right, title, and interest in and to the entry Submission and other Contest elements to Assignees, in perpetuity throughout the universe. Releasees shall not be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Contest or acceptance of or use or inability to use a Prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Entrants release the Releasees from any and all liability and responsibility with respect to the prizes (including any property loss, damage, personal injury, death or travel related hereto). Winners acknowledge that the Releasees have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prizes. If a Prize cannot be awarded due to circumstances beyond the control of the Sponsor, a substitute prize of comparable retail value will be awarded at the discretion of the Sponsor. Releasees shall not be liable to Contest Winner or Finalist or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees' sole control. If for any reason this Contest is not capable of running as planned or does not allow the proper playing of the Contest and processing of entries per these rules, or if tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual (and void his/her entry) implicated in such action, and/or to modify or terminate the Contest or

further entry in this Contest, as Sponsor deems appropriate. If modification or termination of this Contest occurs, notification will be posted on the Entry Site and Sponsor may, at its sole discretion, judge all eligible, non-suspect entries received up to time of such action following the judging procedures described herein. Potential Contest Winner, Semi-Finalists and/or Finalists may be requested to provide Sponsor with proof that all eligibility requirements are met. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

For an Official Winner's List, (available after April 15, 2010) or a copy of these Official Rules, send a self-addressed, stamped envelope to: "Smithsonian Channel Design Your Hope Diamond Contest" - WINNERS LIST - OR - OFFICIAL RULES (VT residents may omit return postage for Official Rules request) (PLEASE SPECIFY WHICH), 1633 Broadway, 16th Floor, NY, NY 10019 Attn: design rules. Requests must be received by July 15, 2010. Official Rules are also available during the Entry Period at the Entry Site.

Smithsonian Channel is a trademark of Smithsonian Institution. SNI/SI Networks L.L.C. is an authorized user.