

LISTBUILDING CLUB 2009 SPOKESPERSON CONTEST

Full Entry Form

“Build The Profitable Email List
You’ve Always Dreamed Of!”



Please print your first and last name in the box below:

The Contest

*You will take your business to the next level!
We will help through the ListBuilding Club!*

Dear ListBuilding Club Member,

Welcome to ListBuilding Club 2009 Spokesperson Contest 2009! Joining the ListBuilding Club could be the best business decision you've EVER made. We look forward to helping you make a MONUMENTAL change in your business and income.

Please take a few minutes to carefully read and review this official ListBuilding Club Spokesperson Contest 2009 Rules & Regulations Guide in its entirety. It's very important that you comply with all the rules so that your entry will qualify for the Contest.

Go for it in 2009!

Shawn Casey
Tellman Knudson

Rules, Regulations, and Application Form

This Package Contains Vital Information!

Please read it thoroughly!

On the following pages, you'll discover how you could win Shawn and Tellman's Ferrari 360 Spider. And, virtually any ListBuilding Club Member has a chance of winning (U.S. residents 18 years of age and over only). No matter whom you are or what your current business situation, this is your chance to get the business growth you've always wanted *and* cash in big!

In this contest, the winners will *not* be determined by who has the biggest, most successful business, but rather by who is judged to have (1) had the biggest number of valid list sign-ups during the contest period and (2) the best essay explaining why the Contestant would be best suited to be the ListBuilding Club spokesperson for 2009. Please see the Official Contest Rules below for the exact details on how the contest will be judged.

Keep reading you'll find a complete rundown of all the **Rules and Regulations** involved in the "**ListBuilding 2009 Club Spokesperson**" contest. Please read every word of every page, so you completely understand what you need to do to become the big winner.

The Prize That Will Be Awarded:

- **Shawn Casey and Tellman Knudson's Ferrari 360 Spider (Estimated Value - \$135,000)**

“2009 Spokesperson Contest”

Through the proper fundamentals of marketing, as provided by the ListBuilding Club, you can build a truly extraordinary and profitable email list, no matter what situation your business is in now.

Timelines and Deadlines

The “ListBuilding Club 2009 Spokesperson Contest” officially begins March 1, 2009. The Contest period is 3 months and ends on May 31, 2009.

There are no application fees. Being in the ListBuilding Club does NOT obligate you to enter the contest. What entering the contest does is give you an opportunity to step up to the plate---to make a commitment to yourself and to the ListBuilding Club that you're going to go for it! By taking action now and making a commitment, it means you're not content to sit on the sidelines--you want to get in the game and give it everything you've got!

By the way, the grand prize winner of this contest will not only win Shawn and Tellman's Ferrari 360 Spider... he/she will also become a national spokesperson for the ListBuilding Club and be designated our “Spokesperson” to the Internet Marketing industry.

What You'll Be Doing As Our Spokesperson

The Winner agrees that upon being declared the Winner, and for the twelve (12) month period following the end of the Contest Period (“Spokesperson Period”), he/she shall perform certain duties associated with being the ListBuilding Club 2009 Spokesperson (“Spokesperson Duties”). The Spokesperson Duties shall include, without limitation: (a) during the Spokesperson Period, attending certain industry conferences, conventions and functions, as well as ListBuilding Club events, upon at least thirty (30) days prior written notice and with the ListBuilding Club covering all reasonable expenses associated with travel and accommodations; (b) during the Spokesperson Period, being available for certain media interviews and other press events upon at least thirty (30) days prior written notice if substantial travel is involved, or upon ten (10) days prior written notice absent a travel requirement, with the ListBuilding Club covering all reasonable expenses associated with travel and accommodations; and (c) any and all other minor duties reasonably requested by the ListBuilding Club during the Spokesperson Period.

How You Will Be Judged

All completed Full Entry Forms must be received by 11:59:59 p.m. Eastern Standard Time (“EST”) June 19, 2009 in order to be eligible to win the Prize.

The Winner will be chosen from amongst the Contestants by the Contest Judges. The Contest Judges shall compile a score for each Contestant based on the following weighted criteria: (a) fifty percent (50%) of a given Contestant's score attributable to the Essay; and (b) fifty percent (50%) of a given Contestant's score attributable to the ListBuilding Package. In the case of a tie, the score attributable to the respective Essays shall be the tie-breaker. Any and all determinations regarding Contestant scores and the winning entry shall be determined by the Contest Judges in their sole and exclusive discretion. The Winner will be determined within thirty (30) days of the end of the Contest Period; provided, however, that the ListBuilding Club and the Contest Judges reserve the right to take more or less time to determine the Winner as they deem necessary in their sole discretion.

Who's Eligible To Win This Contest?

The Contest is open to legal residents of the United States and the District of Columbia, living in the United States and the District of Columbia, who are at least eighteen (18) years of age. The Contest is void in any jurisdiction where the Contest is prohibited by law, rule or regulation. Employees, officers and directors of the Company, and any of the independent third party panel of judges familiar with Internet list marketing businesses ("Contest Judges"), their respective legal representatives, affiliates, parents, subsidiaries, advertising, promotional, fulfillment and marketing agencies, immediate families (and those living in the same households) are not eligible to enter the Contest.

Document Your Progress

You will want to document your progress during the contest. Some will do this via financial reports, examples of ads and marketing campaigns, videos, photographs, every way they can think of.

You might think of the end result as a school science project, for the science fair. The best "exhibit" wins. What you deliver at contest end should be dramatic. You can even incorporate multi-media delivery if you wish. Instead of getting a letter grade as in school, you will be building a more successful business with greater profits, and will be in the hunt for more winning a great exotic automobile!

The Essay

Your essay can be written or a video presentation. In this essay, you should be creative and specific. Tell us honestly how the ListBuilding Club benefited you. How did being motivated and setting specific goals, as well as using proven marketing techniques, help you achieve success? Also, how could you help inspire others who are interested in transforming their businesses into great successes?

Because of the importance of the essay, you may want to practice writing or presenting your essay several times if you need to, and have a friend or relative review it and give you his or her feedback. Remember, the big winner in the contest will be our spokesperson and will need to be able to *walk the walk and talk the talk*. And don't forget, the essay counts as 50% of your overall score.

This is a “9-Step Program”

1. Print your first and last name in the box on the cover of the Entry Form.
2. Be sure to thoroughly read and review this booklet in its entirety, so you understand all the rules and regulations.
3. Stick with it and push yourself. Remember, not only are you competing for a great prize, you’re building a terrific list as well.
4. As the end of the contest approaches, you’ll want to document what you’ve achieved personally and financially during the contest period.
5. Write or record your essay. Remember, this is a very important part of the contest – we’re looking for people who can *walk the walk* and *talk the talk*!
6. Complete this entire Entry Form. Be sure to sign your name where indicated.
7. Include a copy of your birth certificate or drivers license to verify you are 18 years or older.
8. **Send in your completed booklet by overnight Express Mail only! Your completed package for the “Better Your Best” contest must be received by ListBuilding Club at Overcome Everything, Inc., 139 Main Street, Suite 606E, Brattleboro, VT 05301 by 11:59:59 p.m. Eastern Standard Time (“EST”) June 19, 2009 in order to be eligible to win the Prize.**
9. Celebrate your awesome accomplishments!

The 750 Word Essay

In 750 words or less, please explain why you should be the “ListBuilding Club 2009 Spokesperson”. Be specific, and “speak from the heart.”

Remember, this essay counts for 50% of your score! You might practice writing your essay on a separate piece of paper and then transfer it (please print) to the space provided below. For our ease of reading, we recommend you type your essay or print it out on a computer, using double-spaced lines and tape or staple it to these pages. In the alternative, you can record a video presentation so we can see your passion and excitement.

The Essay should explain why the Contestant would be best suited to be the ListBuilding Club spokesperson for 2009. The Contest Judges shall grade each essay based on the following criteria: (i) how well written and cogent the Essay is if a written submission, or how well spoken and cogent the presenter is if a video; (ii) how well, and how convincingly, it explains the value of the ListBuilding Club to the public; (iii) how well, and how convincingly, it explains how the ListBuilding Club helped the Contestant’s marketing efforts; and (iv) the quality of the ideas and enthusiasm that the Contestant would bring to his or her prospective role as the ListBuilding Club spokesperson.

LISTBUILDING CLUB 2009 SPOKESPERSON CONTEST OFFICIAL CONTEST RULES

Official Contest Rules

**NO PURCHASE NECESSARY TO PLAY OR TO WIN.
PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.**

The ListBuilding Club 2009 Spokesperson Contest (the “Contest”) is sponsored by Overcome Everything, Inc. and Mining Gold Corporation (referred to collectively as, the “ListBuilding Club”). By entering the Contest, you agree to comply with and be bound by the following official ListBuilding Club 2009 Spokesperson Contest Rules (the “Rules”). Please review the Rules carefully. If you do not agree to the Rules in their entirety, you are not permitted to enter the Contest.

1. ELIGIBILITY. The Contest is open to legal residents of the United States and the District of Columbia, living in the United States and the District of Columbia, who are at least eighteen (18) years of age. The Contest is void in any jurisdiction where the Contest is prohibited by law, rule or regulation. Employees, officers and directors of the Company, and any of the independent third party panel of judges familiar with Internet list marketing businesses (“Contest Judges”), their respective legal representatives, affiliates, parents, subsidiaries, advertising, promotional, fulfillment and marketing agencies, immediate families (and those living in the same households) are not eligible to enter the Contest. By entering the Contest (each, a “Contestant”), you agree to the Contest winner (“Winner”) selection and decisions of the ListBuilding Club and the Contest Judges, which are final and binding in all respects. By entering the Contest, you agree to receive telemarketing, email and direct mail marketing messages from the ListBuilding Club and its advertising affiliates. See Section 7 hereinbelow for detailed information concerning the ListBuilding Club Privacy Policy. Contestants wishing to obtain a copy of these Rules may request a printed copy of same by writing to: The ListBuilding Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301.

2. HOW TO ENTER.

A. ONLINE. First, Contestants wishing to enter the Contest must log on to their ListBuilding Club account at www.listbuildingclub.com (the “Website”) (where they are already ListBuilding Club members (“Members”)), or complete the membership sign up form on the Website in order to create a ListBuilding Club account (“Account”) if the prospective Contestant does not already have an Account. For existing Members, no new charges will be applied to their Account when they enter the Contest. For new Members, the credit card that the applicable Member provided during registration for their Account (“Active Credit Card”) will be authorized for, but not charged, a **One Dollar (\$1.00)** authorization amount. If the new Member does not cancel his/her Account after the free thirty (30) day trial period, the Member will pay the monthly recurring fee of **Sixty-Seven Dollars (\$67.00)**, which will automatically be billed to the new Member’s Active Credit Card as “Overcome Everything Inc” on the monthly anniversary of such Member’s enrollment until membership is canceled. Any Member may cancel his or her membership at any time by submitting a request to cancel

their Account at www.tellmansupport.com. If a Contestant chooses to cancel his/her Member Account, that Contestant may continue to participate in the Contest. In order to complete the Contest registration process, the prospective Contestant must complete the Contest entry form ("Preliminary Contest Entry Form") located on the applicable Website page designated by the ListBuilding Club. Each Contestant must include his or her correct and verifiable full name on the Preliminary Contest Entry Form. Thereafter, each Contestant must then download the Contest entry package ("Full Entry Form"). Each Contestant must include his or her correct and verifiable full name, company name (if any), full mailing address, home telephone number, work telephone number, telecopier number and e-mail address on the Full Entry Form (collectively, "Registration Data"). Contestants must update their Registration Data, as necessary, to remain eligible to win. Confirmation of entry will be e-mailed to the e-mail address provided by the Contestant during registration. In order to complete the Full Entry Form, Contestants must fulfill the Essay and ListBuilding Package requirements (as those terms are defined hereinbelow), sign the completed Full Entry Form and mail it to the address indicated therein. The ListBuilding Club is not responsible for entries, claims or notices that are lost, late, illegible, misdirected, damaged, incomplete, incorrect or postage due. Entries will be accepted every day, excluding legal holidays which, for the purposes of the Contest, shall include Easter Sunday and Memorial Day.

B. ALTERNATIVE MEANS OF ENTRY. As an alternative means of entry, prospective Contestants may hand print their correct and verifiable full name, company name (if any), full mailing address, home telephone number, work telephone number, telecopier number and e-mail address (collectively, "Registration Data") on a plain piece of letter sized paper and mail the entry in a business-sized (#10) envelope with first-class postage affixed to: The ListBuilding Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301. Mail-in entries must be postmarked at least fourteen (14) days prior to the end of the Contest Period to help ensure timely receipt and entry into the Contest. Within ten (10) business days of its receipt of the mail-in entry, the ListBuilding Club shall establish a free trial Account for the mail-in entrant ("Trial Account"). The Trial Account shall remain open for thirty (30) days, thereafter the Contestant shall have the option of opening a standard ListBuilding Club Account. If a Contestant chooses not to establish a standard ListBuilding Club Account after the expiration of his/her Trial Account that Contestant may continue to participate in the Contest. Upon opening the Trial Account, the ListBuilding Club shall provide the mail-in Contestant with a confirmation e-mail containing a link back to the Website. In order to complete the Contest registration process, the prospective Contestant must complete the Contest entry form ("Preliminary Contest Entry Form") located on the applicable Website page designated by the ListBuilding Club. Each Contestant must include his or her correct and verifiable full name on the Preliminary Contest Entry Form. Thereafter, each Contestant must then download the Contest entry package ("Full Entry Form"). Each Contestant must include his or her Registration Data on the Full Entry Form. Contestants must update their Registration Data, as necessary, to remain eligible to win. Confirmation of entry will be e-mailed to the e-mail address provided by the Contestant during registration. In order to complete the Full Entry Form, Contestants must fulfill the Essay and ListBuilding Package requirements (as those terms are defined hereinbelow), sign the completed Full Entry Form and mail it to the address indicated therein. The ListBuilding Club is not responsible for entries, claims or notices that are lost, late, illegible, misdirected, damaged, incomplete, incorrect or postage due. Entries will be accepted every day, excluding legal holidays which, for the purposes of the Contest, shall include Easter Sunday and Memorial Day.

C. ESSAY. Each Contestant must either submit a written essay or video presentation in the format, and according to the specifications, set forth in the Full Entry Form (collectively, “Essay”). The Essay should explain why the Contestant would be best suited to be the ListBuilding Club spokesperson for 2009, and should contain the other information set forth on the Full Entry Form. The Contest Judges shall grade each essay based on the following criteria: (i) how well written and cogent the Essay is if a written submission, or how well spoken and cogent the presenter is if a video; (ii) how well, and how convincingly, it explains the value of the ListBuilding Club to the public; (iii) how well, and how convincingly, it explains how the ListBuilding Club helped the Contestant’s marketing efforts; and (iv) the quality of the ideas and enthusiasm that the Contestant would bring to his or her prospective role as the ListBuilding Club spokesperson. Each Contestant must be the sole and exclusive author of the Essay submitted by that Contestant. No third party may collaborate, or provide any other form of assistance, in connection with the Essay. Contestant must have all right and interest required to make such Essay available hereunder. Any and all submissions of Essays that are not deemed to be the result of the sole authorship of the Contestant shall be discarded. The ListBuilding Club and the Contest Judges reserve the right to terminate the entry of any Contestant submitting a non-conforming Essay, and cancel or reclaim any Prize awarded to a Contestant that has submitted same.

D. LISTBUILDING PACKAGE. In connection with completing the Full Entry Form, each Contestant must submit a package of information regarding his/her ListBuilding efforts, experiences and results (“ListBuilding Package”). The ListBuilding Package must include: (i) a list of the email records of individuals that have opted, and subsequently confirmed their intent, to join the list of the Contestant that were collected during the Contest Period only, in compliance with all applicable law including, without limitation, the CAN-SPAM Act of 2003, as amended (“List Sign-Ups”); (ii) samples of the marketing materials used during the Contest Period in order to generate List Sign-Ups; (iii) a diary detailing the specific efforts employed during the Contest Period in order to generate List Sign-Ups; and (iv) such other information and material requested on the Full Entry Form. Each Contestant shall be judged on how many valid List Sign-ups they generate during the Contest Period. Contestant must only submit a ListBuilding Package prepared exclusively by Contestant, and Contestant must have all right and interest required to make such ListBuilding Package available hereunder. Any and all submissions of ListBuilding Packages that are not deemed to be the result of the sole enterprise of the Contestant shall be discarded. The ListBuilding Club and the Contest Judges reserve the right to terminate the entry of any Contestant submitting a non-conforming ListBuilding Package, and cancel or reclaim any Prize awarded to a Contestant that has submitted same.

E. GENERAL RULES. Multiple entries/Full Entry Forms will not be accepted. Contestants may only enter one (1) time during the Contest Period. If multiple entries are submitted by a Contestant in excess of this limitation, only one (1) entry will qualify for the applicable period. Any and all additional entries that are submitted by the same individual beyond this limitation will be discarded. The ListBuilding Club reserves the right to reject any entries that it believes, in its sole and reasonable discretion, are fraudulent, incomplete or otherwise invalid. All completed Full Entry Forms must be received by 11:59:59 p.m. Eastern Standard Time (“EST”) June 19, 2009 in order to be eligible to win the Prize.

3. SELECTION OF WINNER. The Winner will be chosen from amongst the Contestants by the Contest Judges. The Contest Judges shall compile a score for each Contestant based on the following weighted criteria: (a) fifty percent (50%) of a given Contestant’s score attributable to the Essay; and (b) fifty percent (50%) of a given Contestant’s score attributable to the

ListBuilding Package. In the case of a tie, the score attributable to the respective Essays shall be the tie-breaker. Any and all determinations regarding Contestant scores and the winning entry shall be determined by the Contest Judges in their sole and exclusive discretion. The Winner will be determined within thirty (30) days of the end of the Contest Period; provided, however, that the ListBuilding Club and the Contest Judges reserve the right to take more or less time to determine the Winner as they deem necessary in their sole discretion. The Winner will be notified via e-mail and U.S. mail, within two (2) weeks after the Winner is chosen (Contestants should ensure that their contact information is accurate and up to date). The Winner is subject to eligibility verification. The Winner will be required to execute a notarized Affidavit of Eligibility and Liability/Publicity Release (“Affidavit”), and return such Affidavit within fourteen (14) days following attempted notification. Non-compliance within this time period may result in forfeiture of the Prize. In addition, the Winner will be required to provide picture proof of identification, which may include a driver’s license, passport, voting card or similar government issued identification, and proof that he/she is the authorized account holder for the winning entry. Return of the Prize notification as undeliverable may result in forfeiture. In no case shall the ListBuilding Club be liable in any manner where a Winner has not received notification sent from the ListBuilding Club or where the ListBuilding Club fails to receive a response from the Winner within the required response period. The winning Full Entry Form, as well as the associated information of the Winner, must identically match the records maintained by the ListBuilding Club in order for the Prize to be awarded. In the event of a dispute, the information maintained by the ListBuilding Club will govern. All aspects of the Full Entry Form including, without limitation, the Essays and ListBuilding Packages, will be deemed made by the person under whose name the Full Entry Form was submitted, regardless of who actually generated the Essays and ListBuilding Packages. Be sure to use your correct name, e-mail address, mailing address and other Registration Data, as applicable.

THE WINNER MUST FULFILL ALL OF HIS OR HER SPOKESPERSON DUTIES (AS DEFINED HEREINBELOW) ASSOCIATED WITH WINNING THE CONTEST. FAILURE TO FULFILL SUCH SPOKESPERSON DUTIES MAY RESULT IN THE FORFEITURE OF THE PRIZE, AS DETERMINED BY THE LISTBUILDING CLUB IN ITS SOLE DISCRETION.

4. PRIZE DESCRIPTION. The winner will receive a used 2002 Ferrari 360 Spider (“Prize”). The Prize has a cash value of approximately One Hundred and Thirty-Five Thousand Dollars (\$135,000.00). The Prize shall be delivered to the address designated by the ListBuilding Club. Please be advised that any refusal of the Prize by the Winner shall result in forfeiture.

5. ODDS OF WINNING. The odds of winning depend on, among other factors, the number of Contestants entered for the Contest Period.

6. LIMITED TIME ONLY. The Contest Period begins March 1, 2009 and ends May 31, 2009 (“Contest Period”). All entries must be received by 11:59:59 p.m. Eastern Standard Time on June 19, 2009 in order to be eligible for the Prize.

7. PRIVACY STATEMENT. For a thorough recital of the ListBuilding Club’s Privacy Policy, [Click Here](#) or return to the Website homepage.

8. WINNERS LIST. To request the name of the Winner, send a self addressed stamped envelope to: The ListBuilding Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301.

9. TAX INFORMATION. Federal, state and local taxes, and all similar fees and assessments, are the responsibility of the winner. The ListBuilding Club reserves the right to withhold taxes from each winning prize, as appropriate.

10. NO SUBSTITUTION OF PRIZES. No substitution or transfer of the Prize will be accommodated or permitted, other than in the ListBuilding Club's sole discretion.

11. PUBLICATION. Contest entry constitutes permission for the ListBuilding Club to use Contestants' Essays, ListBuilding Packages, names and likenesses for advertising and promotional purposes without further compensation, excluding residents of the State of Tennessee and where otherwise prohibited by law. Without limiting the generality of the foregoing, Contestant irrevocably grants to the ListBuilding Club the perpetual worldwide rights to use and reuse, publish and copyright Contestant's name, likeness and the Essay and ListBuilding Package submitted to the ListBuilding Club, in all media, as well as extracts and reproductions of any portion thereof, and for any and all other uses. Contestant understands and agrees that the ListBuilding Club may feature and offer for sale Contestant's Essay and/or ListBuilding Package without compensation to Contestant. Contestant represents and warrants that: (a) Contestant has all of the rights and authority necessary to submit its Essay and ListBuilding Package for the uses contemplated hereunder, including the right to publish the Essay and ListBuilding Package; and (b) the publication of the Essay and/or ListBuilding Package, or any portion thereof, will not infringe on the rights of any third party. Contestant agrees that no material incorporating or making reference to Contestant's name, likeness, Essay and ListBuilding Package need be submitted to Contestant for approval and the ListBuilding Club shall be without liability to Contestant whatsoever for any distortion or illusionary effect resulting from its publication of Contestant's name, likeness, Essay and/or ListBuilding Package. Contestant expressly releases the ListBuilding Club from and against any and all claims that Contestant has or may have for invasion of privacy, defamation, copyright infringement or any other claim or cause of action arising out of or in connection with the production, sale, distribution, duplication, broadcast, exhibition, publication, advertisement, promotion or any other use of Contestant's Essay, ListBuilding Package, name and/or biographical material. Contestant acknowledges and agrees that the ListBuilding Club shall not be liable for any causes of action or claims related to Contestant's decision to provide Contestant's name, likeness, Essay and/or ListBuilding Package to the ListBuilding Club.

12. SPOKESPERSON DUTIES. The Winner agrees that upon being declared the Winner, and for the twelve (12) month period following the end of the Contest Period ("Spokesperson Period"), it shall perform certain duties associated with being the ListBuilding Club 2009 Spokesperson ("Spokesperson Duties"). The Spokesperson Duties shall include, without limitation: (a) during the Spokesperson Period, attending certain industry conferences, conventions and functions, as well as ListBuilding Club events, upon at least thirty (30) days prior written notice and with the ListBuilding Club covering all reasonable expenses associated with travel and accommodations; (b) during the Spokesperson Period, being available for certain media interviews and other press events upon at least thirty (30) days prior written notice if substantial travel is involved, or upon ten (10) days prior written notice absent a travel requirement, with the ListBuilding Club covering all reasonable expenses associated with travel and accommodations; and (c) any and all other minor duties reasonably requested by the ListBuilding Club during the Spokesperson Period. Failure to fully perform the Spokesperson Duties, as determined by the ListBuilding Club in its sole and reasonable discretion, may result in forfeiture of the Prize.

13. RELEASE. By entering the Contest, each Contestant agrees to release and hold harmless the ListBuilding Club, the Contest Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Contest including, but not limited to, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages or monetary loss. Restrictions, conditions and limitations apply. By entering, each Contestant further agrees that, in the event that there is any conflict or other inconsistency between the Rules and any

advertisements, promotional or marketing materials, e-mails or announcements relevant to the Contest, these Rules will govern.

14. CHOICE OF LAW/VENUE. Any disputes arising out of or related to the Contest shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning these Rules and/or the Contest, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in Brattleboro, Vermont, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against the ListBuilding Club, the Contest Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that the ListBuilding Club incurs in seeking such relief. These Rules do not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

15. DISQUALIFICATION. The ListBuilding Club, the Contest Judges, their legal representatives, affiliates, subsidiaries, parents, agencies and each of their respective members, officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed wireless telephone or computer transmissions or technical failure, lost entries, jumbled, scrambled or misdirected transmissions, deleted files or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Contest and/or Website, as solely determined by the ListBuilding Club and the Contest Judges, will be disqualified. Any use of robots, automated processes, macros, harvesting, dictionary attacks or third party material to submit an Essay and/or ListBuilding Package, as applicable, and any participant using any such method, will be disqualified and may be disqualified from any other promotions provided by the ListBuilding Club. If disqualified for any of the above reasons, the ListBuilding Club reserves the right to terminate Contestant's eligibility to participate in the Contest. In the event that any portion of the Contest is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of the ListBuilding Club, which, in the sole opinion of the ListBuilding Club, corrupts, or impairs the administration, security, fairness or proper determination of the Contest, the ListBuilding Club reserves the right, in its sole discretion, to suspend or terminate the Contest or any part of the Contest, or any combination of the above. The ListBuilding Club, the Contest Judges, their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents are not responsible for any problem associated with computer hardware or software and/or Internet malfunction, error or failure, whatever the cause.

16. INDEMNIFICATION: You agree to release, indemnify and hold the ListBuilding Club, the Contest Judges, each of their parents, subsidiaries and affiliates, and their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Contest and/or the Website; (b) your breach

of these Rules; (c) the Essay and ListBuilding Package, and the ListBuilding Club's use of same as contemplated hereunder; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of the ListBuilding Package, the Contest Judges, each of their parents, subsidiaries and/or affiliates, and their respective members, officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

17. INDEPENDENT THIRD PARTY. There will be three (3) Contest Judges utilized in connection with the Contest. The Contest Judges are not involved in marketing the Contest. The Contest Judges are not the sponsors of the Contest and will not respond to any inquiries. The Contest Judges are responsible for selecting the Winner.

18. SEVERABILITY. Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

19. DISCLAIMER OF WARRANTIES. THE LISTBUILDING CLUB HAS NOT MADE, DOES NOT MAKE, NOR IS IN ANY WAY RESPONSIBLE FOR ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH THE PRIZE.

20. LEGAL WARNING. Any attempt by any individual, whether or not a Contestant, to damage, destroy, tamper with or vandalize the Website, or otherwise interfere with the operation of the Contest, is a violation of criminal and civil law and the ListBuilding Club will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

Information & Authorization:

I represent that all statements made in this booklet are true and correct. I understand that if this booklet is incomplete, it will not be considered for judging. I also understand that this booklet must be received by the ListBuilding Club NO LATER THAN midnight, June 19, 2009 otherwise it will not be considered for judging. I understand that packages lost or not delivered in a timely manner because of delays will not be considered. I am 18 years of age or older and competent to make this statement. I have read, understand, and shall abide by all the rules and regulations of the ListBuilding Club 2009 Spokesperson Contest and, by signing below, I swear I have abided by all rules, regulations, and requirements for competition in this contest.

Participant's Signature: _____ **Printed Name:** _____

Your Date of Birth: _____ **Age:** _____ **Today's Date:** _____

Company Name (if any): _____

Address: _____

City / State / Zip or Postal Code: _____

Country: _____

Day Phone #: () _____ **Evening Phone #:** () _____

Email address: _____ **Fax number:** () _____

If you have any questions, please contact the ListBuilding Club Support Team at 1-888-563-1163 X101

Final Checklist

The last thing you'll want to do is forget something in this very important competition kit! Go back through this booklet and run through the following checklist:

___ → I have included my name, address, city, state, zip code, daytime and evening phone numbers.

___ → I have included my Essay and my ListBuilding Package along with any supportive documents.

___ → I have signed on page 15, included everything I'm supposed to include, and look forward to the judges' decision!

Your completed package for the ListBuilding 2009 Spokesperson Contest must be received at The ListBuilding Club, Overcome Everything, Inc., 139 Main Street, Suite 606E, Brattleboro, VT 05301 **NO LATER THAN midnight, June 19, 2009.** Please remember that incomplete packages will not be judged.