



2011 OpticsPlanet, Inc.

“What would you do with your Bushnell Speedster III?”
YouTube Video Contest

OFFICIAL RULES AND GUIDELINES

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS AND VALID EMAIL ADDRESS REQUIRED. CONTEST OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY.

1. **DESCRIPTION:** 2011 OpticsPlanet, Inc. YouTube Video Contest (“Contest”) video submission begins on, July 1, 2011 at 12:01:00 AM Central Time and ends July 24, 2011 11:59:59 PM Contest officially ends on August 1, 2011 with the notification of winners. Central Time By participating in the Contest, Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of

OpticsPlanet, Inc. (“Sponsor”) Further, you (the “Participant”) accepts and agrees that the decision of the Sponsor shall be final and binding in all respects.

In these rules (“the Official Rules”), “we” “our” and “us” refer to Sponsor of the Contest. “You,” “your” and “yourself,” refer to an eligible contest participant (“Participant”).

The Contest is a skill based Contest. The object of the contest is to create and submit an original video demonstrating how you would benefit from the use of a Bushnell Speedster III as outlined in Section 3.

PARTICIPANTS MUST OBTAIN WRITTEN CONSENT FROM ALL THOSE PARTICIPATING OR APPEARING IN THE VIDEO PRIOR TO SUBMISSION. ALL PARTICIPANTS AND THOSE APPEARING MUST BE OVER THE AGE OF EIGHTEEN (18), AND THE VIDEO MUST NOT VIOLATE ANY LAWS OR RIGHTS OF ANY PERSON OR ENTITY.

2. **ELIGIBILITY:** This skill-based contest is open only to legal residents of the United States and the District of Columbia (excluding Guam, Puerto Rico, U.S. Virgin Islands and US territories and possessions), who are eighteen (18) years of age or older at the time of entry, have internet access and a valid email address Participants must have a valid YouTube account registration. Individuals in any of the following categories are not eligible to participate or win prizes in this Contest:

- (i) Any individual who was or is an employee of the Sponsor, its parents, affiliates, or subsidiaries;
- (ii) Individuals who are immediate family members of employees, including spouses, dependents, biological, and or step father, mother, brother, sister, son or daughter, and each of their respective spouses, or individuals who reside in the same household, whether related or not;
- (iii) Individuals who are engaged in the development, production or distribution of the prizes supplied for the Contest or the Contest materials.

Void outside the fifty (50) United States and District of Columbia and where prohibited by law. Contest is subject to all applicable federal, state, and local laws and regulations.

3. **HOW TO ENTER:** For your entry to be complete you must adhere to the following requirements:
 - A. Create a video with the following specifications:
 - i. The video should answer two questions: (a) What would you do with a Speedster III, and (b) How would a Speedster III make your activity of choice more productive, fun or interesting?
 - ii. The video should be no longer than two (2) minutes in length.
 - iii. The video should include no personally identifiable information other than a first name or nickname.
 - iii. The video should not include music of any kind.
 - iv. The video must be your own original work.
 - v. The video cannot be a winner in any other contest.
 - vi. You must have obtained any and all consents, approvals or license required for you to submit your entry, **PARTICIPANTS MUST OBTAIN WRITTEN CONSENT FROM ALL THOSE PARTICIPATING OR APPEARING IN THE VIDEO PRIOR TO SUBMISSION. ALL PARTICIPANTS AND THOSE APPEARING MUST BE OVER THE AGE OF EIGHTEEN (18), AND THE VIDEO MUST NOT VIOLATE ANY LAWS OR RIGHTS OF ANY PERSON OR ENTITY.**
 - vii. Your video entry must not violate any rights, intellectual property or otherwise, of any other person or Sponsor such as using any trademarks, music logos, names or images without written consent.

B. Upload your video to your YouTube account and go to the to the Speedster III Contest Page on the OpticsPlanet, Inc. YouTube Channel on the following:
<http://youtu.be/oBaqtyjEfrl>

- (i) Click within the comments text field;
- (ii) Click on “Create a Video Response”
- (iii) Choose your video;
- (iv) Follow any additional instructions YouTube provides for video uploads;
- (v.) Submit your video (“Submission”). By submitting video, you agree to comply with YouTube’s Website Terms of Use.

C. Complete the entry form on www.BushnellSpeedster.com/contest. Sponsor will only accept one entry per person and e-mail address. Two or more people may not enter using the same video.

No sponsorship, authorization, or endorsement of the Sponsor by YouTube, LLC is intended or implied by this Contest or any use of YouTube. Participant acknowledges and represented that Participant has reviewed, complied, and agrees with all policies of YouTube, including but not limited to the Terms of Service and Privacy Policy. Do not enter the Contest if you do not fully agree with the policies of YouTube. YouTube may remove any video posted on YouTube at anytime or otherwise follow YouTube’s DMCA procedure http://youtube.com/dmca_policy. You understand and agree that Sponsor and YouTube have no responsibility or liability for deletion of entries or removal of any video posted. Any video removed by Participant shall not be submitted or considered for the for Contest .

4. ADDITIONAL ENTRY RESTRICTIONS

Submission must meet the technical specifications of YouTube in order to be uploaded to YouTube, Participant agrees to submit the video in other formats at request of Sponsor.

No Submission will be returned. Submissions may not be modified, edited or altered by Participant after submitted. Sponsor may, in its sole discretion may remove, delete, and/or disqualify any Submission that the Sponsor deems to be inappropriate or non-compliant with the Official Rules. Participant understands that Submission may remain on YouTube following the completion of Contest.

The Participant that submits the Entry form and uploads the video is the entrant and Participant in this Contest.

Sponsor may disqualify and/or remove any Submission that Sponsor deems (i) does not comply with these Official Rules, (ii) contains any commercial or corporate advertising, (iii) uses any intellectual property, including copyrighted or trademarked material that is not authorized, (iv) contains any disparaging content, (v) contains any defamatory statements, including any words, symbols or other references offensive to any ethnic,

racial, gender, religion, socioeconomic group, profession, age, or other group, (vi) contains any pornographic, sexually explicit, or lewd content, (vii) contains any content that promotes alcohol, tobacco, illegal drugs or any dangerous activity, (viii) contains or threatens the privacy or rights of any other person or entity, (ix) contains any profanities, obscenities or threats, (x) communicates any content, message or image that is inconsistent with Sponsor’s image, goodwill or reputation, (xi) contains any content that violates applicable federal, state or local laws and regulations, and/or (xii) contains any other inappropriate unsuitable or objectionable material as determined by Sponsor in its sole discretion.

If the Submission contains any individual(s) other than the Participant, by entering this Contest Participant agrees to the following: **PARTICIPANT WILL GET WRITTEN CONSENT FROM ALL THOSE INDIVIDUALS PARTICIPATING OR APPEARING IN THE VIDEO PRIOR TO SUBMITTING THE VIDEO. ALL PARTICIPANTS AND THOSE APPEARING IN THE VIDEO MUST BE OVER THE AGE OF EIGHTEEN (18), AND THE VIDEO MUST NOT VIOLATE ANY LAWS OR RIGHTS OF ANY PERSON OR ENTITY.** Upon request, Participant will make written copies of such permission available to Sponsor. Written permission must include release of any and all rights as provided for in these Official Rules, including but not limited acknowledgement of potential use and publicity waiver as provided for in Paragraph 11, as well as any permissions required for posting on YouTube or Sponsors websites. Participant further agrees that by submitting video, Participant, at Sponsor’s request, will be able to procure any necessary release, waiver, affidavit and/or documentation from any other individual(s) appearing in the video.

4. WINNER SELECTION. A panel of qualified judges will review all submissions and select the top five (5) videos (“the Finalists”) based on a 20 point value scale with the following criteria:

Production value (sound quality, steady shot, lighting quality, storyline)	Up to 5 Points
Creativity	Up to 8 Points
Response to contest questions	Up to 5 Points
Conforms to contest guidelines	Up to 2 Points

Finalist videos will be posted for general viewing on the BushnellSpeedster.com/contest website for a preference vote through Facebook after the first round of judging has occurred. Anyone with a valid Facebook account will be able to “like” an entry. Sponsor reserves the right to judge and award prizes to the ultimate winners, according to the decision of the qualified judges, based on production value, creativity, response to contest questions, conformance to guidelines, execution, effect, entertainment value, unique idea, and Facebook “like” results. In the event of a tie, the entries involved will be evaluated by an additional qualified judge who will serve as a tiebreaker and who will evaluate



entries according to criteria listed above. Participants understand and agree that they may be required to execute an affidavit and verify eligibility. All Finalists may be required to submit each video entry through a secured server to Sponsor, or through other format as requested by Sponsor, along with any required affidavits, verification, releases or entry forms according to directions provided by Sponsor. Failure to submit video entry through requested format or affidavits, verifications, release or entry forms within Five (5) days of notification that Participant is a Finalist may result in the selection of an alternate Finalist.

Entries will be judged by July 25, 2011. Judges decisions are final and binding on matters relating to this contest.

Failure of any potential winners, Participants or Finalists to comply with these Official Rules may result in disqualification and prizes may be forfeited and awarded to another winner .Sponsor reserves the right to not award any prizes if there are fail to be any qualified entries, entries are not compliant with the Official Rules or for any other reason.

5. PRIZES:

Winner selection	Number of Winners	Item Won
1 st	1	Bushnell Speedster III and SpeedScreen
2 nd	1	Bushnell Speedster III
3 rd	1	\$50 Gift card to OpticsPlanet.com
4 th	1	\$50 Gift card to OpticsPlanet.com
5 th	1	\$50 Gift card to OpticsPlanet.com

Winner is responsible for all costs associated with use and/or receipt of the prizes, including federal, state, and local taxes. Prizes are awarded with no warranty or guarantee, either express or implied by Sponsor. Prizes are not transferable, substitutable, or redeemable for cash, except Sponsor, at its sole discretion, reserves the right to substitute a prize for a prize of comparable or greater value. If you are a potential winner or Finalist, we may require you to sign an affidavit of eligibility, liability/publicity release and submit a W-9. If you do not sign and return any required forms within the time period listed on the winner notification message, we may disqualify you and select an alternate winner. Acceptance of any prize constitutes permission for the Sponsor and any third party it designates to use each Submission, winner's name, city and state of residence and likeness for advertising purposes in all media now or hereafter, throughout the world in perpetuity, without further release, compensation, permission, consent, or notification, and as provided for in Section 11, unless prohibited by law.

6. WINNER NOTIFICATION: All winners will be announced August 1, 2011. Potential winners will be sent a notice by email, phone or mail (“Winner Notification”). In addition, winners will be sent any affidavits of eligibility, publicity release, liability waiver, and other necessary documentation (“Prize Documentation”). If a potential winner fails to return the Prize Documentation by the deadline indicated in the Winner Notification email, that potential winner will forfeit the prize. Under such circumstances, Sponsor, at its discretion, may award any forfeited prizes to an alternate winner. Alternate winners will be selected according to Round One of Rule 3 and 4. Any alternate winner who will be notified as described above will be required to complete and return the Prize Documentation in accordance with the provisions above. Prizes will be mailed by Sponsor 6-8 weeks from receipt of Prize Documentation. If there is any dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to enter the Contest.

7. GENERAL RULES: By entering the Contest each Participant agrees that:

- a. Participants will abide and be bound by these Official Rules, and Participants will abide by and be bound by the decisions of the Sponsor’s Judges, which are final and binding in all matters
- b. Participant understands all decisions by the Sponsor shall be final and binding and no appeals shall be permitted.
- c. Participant understands prizes are non-assignable, non-transferable, and cannot be substituted as provided herein. Sponsor, however, reserves the right to substitute a prize at its sole discretion.
- d. By participating in the Contest, Participant agrees to release, discharge and hold harmless Sponsor and its affiliates and subsidiaries, along with each of their officers, directors, shareholders, employees, agents, advisors, attorneys, and representatives (collectively referred to as the “Released Parties”) from any and all claims, demands, and liability whatsoever resulting from participation in the Contest, use of the Contest videos, or acceptance, possession, misuse or use of any prize.
- e. Released Parties shall not be liable for any losses, damages, demands, or injuries of any kind resulting from or in connection with the Contest, including but not limited to those related to defamation, privacy rights, portrayal in a false light, or any other cause of action.
- f. If the identity of any online Participant is disputed, online entries will be deemed to be made by the authorized account holder of the email address for which entry was submitted. Released Parties are not responsible for lost, inaccurate, misdirected, undeliverable, illegible, incomplete, stolen, unfinished, deficient entries or email, or for any unavailable network, server, Internet Service Provider connection, availability of

website, failed computers, or any other technical malfunctions, failures, difficulties, or errors of any kind whether human, mechanical, computer, network, typographical, or otherwise relating to or in connection with the Contest, including any errors, technical or otherwise, that may occur in connection with the administration of the Contest, the capturing or processing of submissions, or the announcement of the prizes. Mechanically reproduced, illegal, forged, software generated or other automated entries will not be accepted and all such submissions will be disqualified, Persons in violation of any of these Official Rules will be disqualified and their entries will be void. Released Parties are not responsible for any damage or injury caused by participation in this Contest.

g. If any virus, bug or other technical difficulty causes delay in the Contest or compromises any integrity of the Contest, the Sponsor retains the right to modify, suspend or terminate the Contest.

h. Details not specified herein will be determined at the sole discretion of Sponsor.

i. The Sponsor's database clock will be the official timekeeper for the Contest.

8. CONDITIONS OF PARTICIPATION: As condition of participating in the Contest or the voting process, Participant agrees:

- (i) All questions or issues arising out these Official Rules, the Contest, or the rights and responsibilities of the Sponsor or Participant shall be governed by and construed in accordance with the procedural and substantive laws of the State of Illinois, without giving effect to the rules or provisions of any other state's laws. Participant acknowledges and consents to Illinois courts having personal jurisdiction over any dispute or litigation arising out of or relating to this Contest, and venue will only be in Illinois.
- (ii) Participant hereby waives all rights to claim punitive, consequential, incidental or other damage in connection with the Contest, and under no circumstances will Participant be able to obtain awards for, or connection with participation in the Contest.
- (iii) Any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred and Participant shall not be entitled to receive attorneys fees or other costs in connection with the Contest or any issue arising from the Contest;
- (iv) Any causes of action arising out of or connected with this Contest shall be resolved individually and exclusively through final and binding arbitration without resort to any form of class action;
- (v) Sponsor reserves the right to modify, terminate or suspend the Contest if it determines, in its sole discretion, that the Contest is not feasible or malfunction, technical or otherwise, has impaired the feasibility of the Contest, including any event beyond Sponsor's control, including but not limited to fire, flood, earthquake, or other act of God, or any equipment failure, or any other reason outside the Sponsor's control.

9. DISQUALIFICATION: At Sponsor's sole discretion, Sponsor may reserve the right to disqualify any individual or Participant who has tampered, disrupted, or undermined the legitimacy of the Contest. Sponsor reserves the right to seek damages and other remedies from any such Participant to the fullest extent permitted by law, including attorneys' fees and costs.

10. INVALIDITY: If any provision in these Official Rules is determined to be unenforceable, invalid, or illegal, these Official Rules should otherwise remain in effect and shall be construed in accordance with their terms as if the unenforceable, invalid or illegal terms were not contained herein. In the event of any discrepancies or inconsistencies between these terms, disclosures and any other Sponsor materials, these Official Rules prevail, govern, and control.

11. POTENTIAL USE AND PUBLICITY WAIVER: By submitting a video and/or Submission, each Participant understands that Participant is irrevocably granting Sponsor, its affiliates, legal representatives, assigns, agents and licensees, the unconditional right and permission to reproduce, store, copy, transmit, publish, post, display, adapt, exhibit, publicly perform, modify, create derivative works, broadcast and otherwise use or reuse (without limitation) your Submission, including but not limited to, your video, name, address, visual likeness, photographs, voice, sound or audio recordings, voice recordings, images, appearances, performances of you, biographical and personal background information, statements, written or verbal, and/or personal accounts, and any other portraits, interview or materials arising out of Entrants participation in this Contest (collectively, the "Material") in return for participation in the Contest. You understand that the Material may be taken, recorded, stored, published and/or used in promotional material, recruiting material, print, advertising, web content, media, and/or other commercial, non-commercial or public displays by the Sponsor, agents of the Sponsor, or other third parties acting on behalf of the Sponsor.

Participant gives permission irrevocably and in perpetuity to the Sponsor and its subsidiaries and affiliates, and those acting with their authority, without additional compensation to you, limitation as to time or territory, consideration, approval or notice or permission from you or any third party, to use, adapt, reproduce, distribute, display, copy, modify, create derivative works, publicly perform, exhibit, distribute, transmit or broadcast or otherwise use whether alone or in combination with other materials in any media now or hereafter developed, the Material, without limitation, in whole or in part, in any communication worldwide for any purpose.

By making your Submission, Participant hereby authorizes the Sponsor, agents of the Sponsor, or other third parties acting on behalf of the Sponsor to edit or otherwise modify, distribute, and use the Material in any manner the Sponsor, agents of the Sponsor, or other third parties acting on behalf of the Sponsor may find appropriate. The Sponsor, agents of the Sponsor, or other third parties acting on behalf of the Sponsor may retain all proceeds generated from such distribution or use.



**OPTICS
PLANET INC**

WWW.OPTICSPLANET.COM

BY MAKING YOUR SUBMISSION, ON BEHALF OF YOURSELF, YOUR ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY "SUCCESSORS"), YOU HEREBY UNCONDITIONALLY AND FOREVER RELEASE DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ADVISORS, ATTORNEYS, REPRESENTATIVES AND CONTRACTORS (COLLECTIVELY "RELEASED PARTIES"), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) (THAT MAY BE BROUGHT OR ASSERTED BY ANY THIRD PARTY AGAINST ANY OF THE RELEASED PARTIES DUE TO OR ARISING OUT OF THE PARTICIPANTS SUBMISSION, CREATION OF THE SUBMISSION OR OTHERWISE IN CONNECTION WITH THIS CONTEST, INCLUDING ANY CLAIMS FOR TRADEMARK INFRINGEMENT, COPYRIGHT INFRINGEMENT, VIOLATION OF ANY RIGHTS OF PUBLICITY, PRIVACY OR DEFAMATION, AND WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY). ADDITIONALLY, YOU HEREBY UNCONDITIONALLY AND FOREVER RELEASE DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ADVISORS, ATTORNEYS, REPRESENTATIVES, AND CONTRACTORS FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO ANY CLAIM YOU MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY "HARM") OF ANY NATURE THAT MAY BE SUFFERED BY YOU OR ANY THIRD PARTY, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, MORAL RIGHTS, DEFAMATION OR OTHER CIVIL RIGHTS, AS A RESULT ANY USE BY SPONSOR OF YOUR VIDEO SUBMISSION, NAME, ADDRESS, VISUAL LIKENESS, PHOTOGRAPHS, VOICE, SOUND OR AUDIO RECORDINGS, VOICE RECORDINGS, IMAGES, APPEARANCES, PERFORMANCES OF YOU, BIOGRAPHICAL AND PERSONAL BACKGROUND INFORMATION, STATEMENTS, WRITTEN OR VERBAL, PERSONAL ACCOUNTS USED OR DISTRIBUTED FOR ANY USES, OR IN CONNECTION WITH YOUR ACCEPTANCE, PARTICIPATION IN, USE OF, MISUSE OF AND/OR INABILITY TO USE ANY MERCHANDISE PROVIDED TO YOU, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY THE "RELEASED CLAIMS"). **YOU SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT YOU**



AND YOUR SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST SPONSOR OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM SPONSOR OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE RELEASED CLAIMS ABOVE.

12. DATA COLLECTION: Submissions in connection with the Contest are treated in accordance with these Official Rules and/or the Sponsor's Privacy Policy located at <http://www.OpticsPlanet.net/privacypolicy.html>. The terms and condition of these Official Rules shall prevail in any conflict between the Official Rules and such Privacy Policy.

13. WINNERS LIST: To receive an Official Winners List for the Contest and Contest, email to: contest@bushnellspeedster.com The Winners List will be available after September 1, 2011. Email us at contest@bushnellspeedster.com with a subject line of "Winner's List". Requests should be received by September 31, 2011.

14. OFFICIAL RULES: To receive a copy of these Official Rules, email us at contest@bushnellspeedster.com with a Subject line of "Official Rule Request". The Official Rules Request must be received by September 31, 2011.

Sponsor:

OpticsPlanet, Inc.,

3150 Commercial Ave.

Northbrook, IL. 60062