

OFFICIAL RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. WHO MAY ENTER: THIS SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER WITH INTERNET ACCESS AT THE TIME OF ENTRY. ONLY ENTRANTS LOGGING ONTO THE INTERNET FROM WITHIN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ARE ELIGIBLE TO ENTER THE SWEEPSTAKES. YOU MAY NOT PARTICIPATE IF YOU ARE NOT A LEGAL U.S. RESIDENT AND PHYSICALLY LOCATED WITHIN THE U.S. AT THE TIME OF ENTRY. The following persons are not eligible to enter the Sweepstakes: (a) employees of the Center for Biological Diversity (“Sponsor”); (b) officers, employees or agents of any organizations directly involved with this Sweepstakes; (c) immediate family members and persons living in the same household as the persons identified in (a) and (b) above.

HOW TO ENTER: Complete the electronic entry form between February 11, 2010 and no later than June 11, 2010 (“Sweepstakes Period”). EST on Sponsor’s website located at www.endangeredspeciescondoms.com. For purposes of these Sweepstakes, “receipt” of an internet entry occurs when Sponsor’s servers record the entry information resulting from the entrant clicking the “Submit Entry” button. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified. You may also send in a mail-in entry to CBD Condom Contest, PO Box 710, Tucson, AZ 85702 during the Sweepstakes Period. Fill out a 3x5 post card with your name, address (including zip code), email address (if available), home telephone number (including area code), and mail postage paid to the address above. All mailed entries must be postmarked by June 11, 2010 and received by June 15, 2010. All entries become the property of Sponsor and will not be returned. All winners must meet the eligibility requirements set forth in these rules in order to qualify for the prize. **Limit one entry per person.** Sponsor is not responsible for lost, late, misdirected, incomplete or illegible entries. Sponsor is not responsible for any failure of the website during the Sweepstakes Period, including any telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of traffic congestion on the internet or at the website, or any combination thereof including any injury or damage to an entrant’s or any other person’s computer related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person’s ability to participate in the Sweepstakes.

ODDS OF WINNING: Based upon the estimated number of entries to be received, the odds of winning are 1 in 5,000. The actual odds of winning will depend upon the actual number of entries received for this sweepstakes.

RANDOM DRAWING: There will be five winners. Winners will be selected in random drawings after June 15, 2010 from among all eligible entries received. Winners will be notified by email or phone. Decisions of judges are final.

PRIZES: Five prizes of 1,000 condoms each (prize). Only the prizes specified above will be awarded. Prizes are non-transferable, with no cash redemption or equivalent. All federal, state and local income taxes, insurance, licensing, registration and title fees connected to the prize are the sole responsibility of the winners. All federal, state and local laws and regulations apply. Sponsor shall only be responsible for awarding the number of prizes as stated in these rules. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.

CLAIMING PRIZE: All properly claimed prizes will be awarded. By accepting the prize, the winner consents to Sponsor's use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. Should the prize winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. If any correspondence of the sweepstakes judge or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Any unclaimed prizes will be awarded in a random drawing to be held as necessary. In the event there is a dispute of the entrant's identity, the prize will be awarded to the established email account. In case of dispute as to the identity of any online entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. As used in this Sweepstakes, "Authorized Account Holder" is defined as the natural person who is assigned an email address by an internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry.

PRIVACY: Sponsor will be collecting personal data about entrants just as it does with members in accordance with its privacy policy. If the entrant solely enters the sweepstakes and does not join the Sponsor's email list, the entrant will only receive communications related to the sweepstakes. Please review the Sponsor's privacy policy at <http://www.biologicaldiversity.org/privacy/>. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information as if you were a Sponsor member and acknowledge that you have read and accepted Sponsor's privacy policy.

LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree to release, hold harmless, and agree not to institute any claim against Sponsor and its respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly: (1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or (2) participation in the Sweepstakes or any prize related activities, including but not limited to traveling to or from any prize related activity. Upon delivery of the prize to the winner, Sponsor will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased.

MISCELLANEOUS CONDITIONS: If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

SWEEPSTAKES RULES: These Official Rules will be posted on Sponsor's website at <http://salsa.democracyinaction.org/o/2167/signUp.jsp?key=4846> during the Sweepstakes Period. Copies of the Official Rules may also be obtained by writing to: CBD Condom Contest, PO Box 710, Tucson, AZ 85702.

WINNERS LIST: To obtain a winners list by mail, send a self-addressed stamped envelope to: CBD Condom Contest, PO Box 710, Tucson, AZ 85702. Requests must be received by June 15, 2010.

SPONSOR: The Sponsor of this Sweepstakes is the Center for Biological Diversity.