



INSTRUCTIONS FOR THE COMPLETION OF THE AFFIDAVIT OF ELIGIBILITY AND PHOTO RELEASE

Attached is an Affidavit of Eligibility, a Publicity Release, and a Photo/Video Release (collectively, the "Entry Affidavit"). In accordance with the rules of the Competition, you must complete the Entry Affidavit and Application form, attach a copy of a valid photo identification, include two photographs of yourself (one head or face shot and one full-body shot) (the "Submitted Photographs"), and/or a VHS videotape or DVD ("Video") (15 minutes or fewer in length) explaining why you would make a good Boink Spokes Model. Sign the Entry Affidavit in the presence of a notary public, and return it, along with the Submitted Photographs, the Video, a copy of a valid photo identification (a driver's license or passport), and a copy of the Complete Official Rules with your **handwritten initials** on each page, by the application deadline of the Regional Competition you would like to enter (see Complete Official Rules for application deadlines). Sponsor is not responsible for delayed or misdirected mail. Notary publics are usually located at banks, real estate offices, and insurance agencies. They may charge a nominal fee for their services. Entry Affidavits that are not notarized will not be accepted. Return your entry materials to: 3116 S. Mill Avenue Suite 439, Tempe, AZ 85281. If you have any questions about the Complete Official Rules or any of the forms, you may e-mail Kiev@Boinkenergy.com. Please include your name and a telephone number where you can be reached.

AFFIDAVIT OF ELIGIBILITY AND PHOTO RELEASE

Date: _____, 200__

State of _____,

County of _____.

I, _____, being duly sworn, do hereby depose and say:

1. I am 18 years old or older and am a legal resident of the United States of America. (Must be 21 years old or older at time of entry if requesting online posting). My birth date is ____/____/_____.

2. I reside at _____.

My home telephone number is _(____)_____.

My work telephone number is _(____)_____.

My e-mail address is _____.

My social security number is _____ - _____ - _____.

3. I am an Entrant in the Boink Model Search Competition (the "Competition") and would like to enter the following Regional Competition: _____. I have read and do understand and agree to comply with the Complete Official Rules of the Competition (a copy of which is attached hereto, and each page has been initialed by me).

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4. Neither I nor any member of my immediate family or household is an employee or director of Bionic Boink International L.L.C.; their respective parent companies, subsidiaries, affiliates, or advertising and production companies; suppliers; or distributors.
5. I certify that I have not committed any fraud or deception in entering or participating in the Competition.
6. I certify that the Submitted Photographs and Video that accompany my entry in the Competition are of me and that I was 18 years old or on the date that the Submitted Photographs and Video were taken.
7. I certify that I have attached to this Entry Affidavit a true and accurate photocopy of a legal and current form of photo identification of myself, showing my date of birth and current address. I understand that failure to include such photo identification will render me ineligible to participate in the Competition.
8. I acknowledge and understand that I am responsible for the reporting and payment of any applicable federal, state, local, or other taxes imposed, should I receive a prizes or commission in the Competition.
9. I represent and warrant that I have all the rights in and to the Submitted Photographs and Video necessary to grant Sponsor the rights granted herein. In particular and without limiting the foregoing, I represent and warrant that I am the holder of the copyright in the Submitted Photographs and Video or that I otherwise have the right to reproduce, publish, and otherwise display the Submitted Photographs and Video. If I do not personally own the copyright to the Submitted Photographs and/or Video, I represent and warrant that the owner of the image's copyright has granted me the right to reproduce, publish, and otherwise display the Submitted Photographs and Video. If the photographer or videographer or any other third party owns the copyrights for the Submitted Photographs and/or Video, I understand that I must provide a Copyright Release that has been signed by the copyright owner(s) or I will be ineligible to participate in the Competition.
10. I hereby grant to Bionic Boink International L.L.C.; and their respective parent companies and affiliated domestic and foreign publishing companies and licensees (collectively, "Affiliate[s]") the irrevocable right and permission to the use of my name, likeness, and image and to use, reuse, publish, republish, and otherwise reproduce and display, for commercial or other purposes, in any and all media, whether or not now known, (collectively, "Publish[ed]") the Submitted Photographs; any photographs, video, film, or other images taken of me while participating in the contest ("Additional Materials"); the Video; and my biographical information (including my name, my hometown, my state, and the content of my biography) (the "Biographical Information") that I submitted upon entry in the Competition for use by Affiliates, as permitted herein and by the Complete Official Rules of the Competition. Such rights and permission shall include, without limitation, the right to adapt, crop, revise, and edit the Submitted Photographs and Video and to edit any of my Biographical Information for clarity, brevity, or conformity to Sponsor's standards, at Sponsor's sole and absolute discretion, and to publish and distribute the Submitted Photographs, Biographical Information, Video, and Additional Materials, as well as my name and likeness. I further acknowledge and agree, if selected as National Finals Competition winner, that I will make personal appearances on behalf of Sponsor as reasonably requested by Sponsor and that all rights conferred herein to. Affiliates shall govern all such appearances and all materials created, incorporating, or referencing such appearances. If selected as National Finals Competition winner, I shall not make any appearances as the Boink Spokes model without Sponsor's prior written permission. I understand that if I decline to provide or execute any documents, decline to participate, or am unable to participate, I will be deemed to have withdrawn from the Competition and will be ineligible for any Competition prizes and be ineligible for any further participation in the Competition.
11. I hereby release and hold harmless Bionic Boink Int., L.L.C.; and their respective parent companies, affiliates, subsidiaries, officers, directors, employees, licensees, agents, successors, and assigns from any and all claims whatsoever in connection with the use, as permitted herein, of the Submitted Photographs, Video, Additional Materials, and Biographical Information, as well as any other use of my name, likeness, and image as provided herein.

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12. I understand and acknowledge that the Sponsor is under no obligation whatsoever to use any of the Submitted Photographs, the Video, the Biographical Information, the Additional Materials, or my name or likeness. I also understand and acknowledge that I have no right to approve or inspect the Submitted Photographs, the Video, the Biographical Information, the Additional Materials, or any content that relates or refers to the Submitted Photographs, the Video, the Biographical Information, or the Additional Materials prior to publication.

13. I understand and hereby acknowledge that this Release shall be governed by and interpreted under the laws of the State of Arizona and that the courts of Maricopa County, Arizona, shall have exclusive jurisdiction over any claim or matter relating to or arising from this agreement. In the event of any claimed breach of this Affidavit and Release, it is expressly agreed that my sole remedy shall be to seek damages and that in no event shall I be entitled to seek or obtain any injunctive or other equitable relief.

14. I understand and acknowledge that the Sponsor and Affiliates are relying on my consent and agreement, as provided hereunder, to exercise the rights granted hereunder. In the event that Sponsor determines or believes that I have engaged in misrepresentation or have breached any representation, warranty, or agreement contained herein, in addition to any other legal remedies, Sponsor may, at its sole and absolute discretion, disqualify my entry in the Competition and remove or delete the Submitted Photographs, the Video, the Biographical Information, the Additional Materials, or my name and likeness from any medium. This agreement contains the entire understanding and agreement between the parties. This agreement cannot be modified or amended except in writing that has been executed by all parties.

Signature Street Address

Print Name City, State, and ZIP Code

NOTARY'S CERTIFICATE

The undersigned certifies that on the ____ day of _____, 200____, before me personally came _____, who executed this document before me and presented to me her _____ (a form of pictorial identification), which is consistent with her appearance.

Notary Public
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