

## New Appleman Xtreme Blog Challenge Contest Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to law students at U.S. law schools and junior associates (1 to 5 years of practice) in the U.S. with an existing LexisNexis login and password and registered users of the LexisNexis® Insurance Law Center as of July 30, 2009; who are legal residents of the United States and District of Columbia; and who are 18 years of age or older as date of entry. Void in Puerto Rico and all other U.S. territories and wherever prohibited by law. Employees of LexisNexis, a division of Reed Elsevier Inc. ("Sponsor"), its respective parents, affiliates, subsidiaries, advertising and promotion agencies, and suppliers and the immediate family members and/or those living in the same household of each are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.

TO ENTER: Beginning 12:00 PM Eastern Time July 30, 2009 through 11:59 AM Eastern Time December 31, 2009, go to <a href="http://law.lexisnexis.com/practiceareas/insurance">http://law.lexisnexis.com/practiceareas/insurance</a>, post your blog submission about an insurance law related issue on a topic that is based upon a suggestion that Sponsor provides and then follow the on-site instructions to enter your blog submission to into the New Appleman Xtreme Blog Challenge. Information about the New Appleman Xtreme Blog Challenge is also set forth in a blog entry posted on the LexisNexis Insurance Law Center that may be accessed by clicking here <a href="http://law.lexisnexis.com/practiceareas/insurance">http://law.lexisnexis.com/practiceareas/insurance</a>. You must also submit your blog in word form to the email address listed on the blog notice, register on the Insurance Law Center and agree to all applicable terms and conditions, and submit the entry form along with your blog contribution and any appropriate video or audio item that you may wish to submit to supplement your blog contribution along with your contact information (name, address, email address, telephone number) photograph and short biography for your entry to be complete.

Limit one entry per person. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, misdirected entries or entries not received. In the event of a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the online entry form. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries become the property of Sponsor and will not be returned. Entries must be submitted by an individual. Multiple party submissions are not eligible and will not be accepted.

 Warranty of Non-Infringement. YOU REPRESENT THAT THE BLOG ENTRY AND CONTRIBUTIONS WITH THE BLOG (E.G., VIDEO, AUDIO, ETC.) THAT YOU SUBMIT IS AN ORIGINAL WORK AND DOES NOT INFRINGE ON THE LEGAL RIGHTS OF ANY THIRD PARTY-INCLUDING, WITHOUT LIMITATION, COPYRIGHT, TRADEMARK, RIGHT OF PUBLICITY, AND OTHER INTELLECTUAL PROPERTY RIGHTS. YOU ALSO WARRANT THAT SPONSOR'S USE OF YOUR ENTRY. IN WHOLE OR IN PART. WILL NOT RESULT IN THE INFRINGEMENT OF THE LEGAL RIGHTS OF ANY THIRD PARTY. YOU ALSO REPRESENT THAT YOU HAVE NOT PREVIOUSLY ENTERED THIS BLOG SUBMISSION IN A CONTEST OR OTHERWISE TRANSFERRED IT TO A THIRD PARTY, AND THAT NO THIRD PARTIES HAVE ANY RIGHTS TO IT OR ANY PORTION THEREOF. FAILURE TO COMPLY WITH THIS OR ANY OFFICIAL RULE WILL RESULT IN DISQUALIFICATION. YOU HEREBY AGREE TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM AND AGAINST ANY DAMAGES RESULTING FROM ANY ACTUAL OR THREATENED CLAIM, DEMAND OR ACTION BY ANY THIRD PARTY THAT IS INCONSISTENT WITH ANY REPRESENTATIONS OR WARRANTIES YOU HAVE MADE HEREUNDER.

2. <u>Grant of Rights.</u> BY ENTERING YOU AUTOMATICALLY GRANT TO SPONSOR ALL RIGHTS, TITLE AND INTEREST IN YOUR BLOG ENTRY, INCLUDING ANY INTELLECTUAL PROPERTY RIGHTS, FOR ITS USE AT ITS SOLE DISCRETION.

WINNER SELECTION: On or about January 13, 2010, about 25 finalists will be chosen from the eligible blog submissions received by Sponsor. The selection of the finalists will be based upon the determination of the Sponsor, in the exercise of its sole discretion, of those blog submissions based upon the blog submission's distinctiveness in their perspective, creativity, authoritative in support, timeliness in subject matter, thoroughness in analysis, even-handed in assessment, provision of a clear/quality expression and the number and quality of comments posted by community. Thereafter, those finalists and their blogs will be posted on the LexisNexis Insurance Law Center at <a href="http://law.lexisnexis.com/practiceareas/insurance">http://law.lexisnexis.com/practiceareas/insurance</a> and the authorized and registered members of the Insurance Law Center can then vote upon the best blog submission. Three winners will be selected based upon the number of "yes" comments they receive from members also taking into consideration, in the determination of the Sponsor, in the exercise of its sole discretion, the quality of writing, understanding of subject matter and demonstrated ability to develop a unique perspective or Blogger's Voice.

Three winners will be chosen the week of January 20, 2010. The winners will be notified by phone/mail/email, in Sponsor's discretion. The winning blog submissions will be announced no later than February 3, 2010. Odds of winning will depend upon the number of eligible blogs received. Decisions of Sponsor are final on all matters.

**PRIZES**: Each of the three prize winners will receive a prize package which includes an AmazonKindle® (estimated valued \$200.00 (US)) and a complimentary, one-year online subscription to the New Appleman Library Edition (estimated valued \$1,300.00 (US)). In addition each winner will become part of the New Appleman blogging team and submit blogs for prominent placement in a new module on the insurance law center that will be devoted to identifying and researching insurance-related topics and issues. Prizes consist

of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by winners permitted.

All federal, state and local taxes are the sole responsibility of winners. All federal, state and local laws and regulations apply. Potential winners (or parent/legal guardian if potential winner is a minor in his/her state of residence) may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, which may require social security number, within 10 days of the date on notification materials. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential winner may be selected by random draw from all remaining eligible entries. All winners must produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value. Your participation in the promotion constitutes permission to the Sponsor to use your name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law.

**TERMS**: Sponsor not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical or human error. Winners assume all liability and agree to hold Sponsor harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. In the event of a dispute, all claims must be filed individually, without resort to class action, in an appropriate state court within the State of Ohio and will be subject to the laws of the State of Ohio. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the sweepstakes whether caused by computer, technical or human error. Sponsor reserves the right to cancel or modify the program for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the promotion in Sponsor's sole discretion; or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: Any attempt to deliberately damage <a href="http://law.lexisnexis.com/practiceareas/insurance">http://law.lexisnexis.com/practiceareas/insurance</a> or undermine the operation of this promotion is a violation of criminal & civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

**WINNERS LIST**: For a list of winners, available after February 3, 2010, visit <a href="http://law.lexisnexis.com/practiceareas/insurance">http://law.lexisnexis.com/practiceareas/insurance</a>.

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