

“Sexy Girls Next Door Amateur Nude Calendar Competition”

Official Rules & Regulations

THERE IS NO TALENT REQUIRED. THE CONTEST IS OPEN TO FEMALE RESIDENTS OF THE UNITED STATES WHO ARE, OR WILL BE, 21 YEARS OF AGE OR OLDER ON OR BEFORE OCTOBER 18TH, 2010.

CONTEST SPONSORS: Blue Water Promotions, a division of Blue Water Graffix, LLC, and Hayden Travel & Cruises, in association with Hedonism II, Negril, Jamaica (herein referred to as "Sponsors") are the event coordinators of the ***“Sexy Girls Next Door Amateur Nude Calendar Competition”*** (herein referred to as the "Contest").

HOW TO ENTER: Contestants may enter the Competition by accessing and completing the online Entry Form found on the ***“Sexy Girls Next Door Amateur Nude Calendar Competition”*** web site at www.sexygirlsnextdoorcalendar.com. You must complete all information requested, including but not limited to your legal name, full address (including apartment number), city, state, zip code, home and cell telephone numbers, current email address, date of birth and all other information requested on the form. Along with the Entry Form, you are required to submit at least three (3), and up to six (6), current photographs (hereinafter referred to as Images) of yourself in .jpg format, using the instructions provided on the Entry Form. Required are one (1) full-body image in either lingerie or a bikini, one (1) full-body image nude, and one (1) head & shoulder image. Images should be sexy, yet classy and tasteful, and include only the Entrant. Images submitted must be vertical, at least 400 pixels wide x 600 pixels high. Sponsors reserve the right to contact any Entrant who has entered the Contest to request resubmission of one or more of the Images and/or to request that the Entrant submit additional images, in Sponsors sole discretion, if there are problems with the Entrant’s initial submission of such Images, or if there are other questions or problems with such entry. While Entrants may have assistance in entering data and uploading the images, each Entrant must otherwise complete the Entry Form herself. Any entries submitted by anyone other than the person appearing in the Images (including but not limited to entries submitted by modeling agencies) will be rejected. As set forth in greater detail herein, submission of Images and entry in the Contest constitutes consent to use the Images on this web site, www.sexygirlsnextdoorcalendar.com and/or associated or otherwise affiliated web sites, and for promotional purposes of the Contest. Submitted Images become the property of the Sponsors and will not be returned to the Entrant.

Except as otherwise permitted herein, only one entry per person will be accepted; all subsequent entries will be disregarded. No altered photographs, or photographs containing

more than one person, will be eligible. The determination of whether any image has been altered is in the sole discretion of the Sponsors. False, deceptive or incomplete entries or other information provided by Entrants throughout the Contest (including but not limited to responses to questionnaires) shall render the entry ineligible. The Entrant may submit her entry form and Images using the above procedures anytime during the period of 12:01am July 15th, 2009 through March 1st, 2010 at 11:59pm EST. Entries received either before or after that time frame shall be ineligible. Date of entry does not affect chances of being chosen as one of the twelve (12) finalists.

ELIGIBILITY: All Entrants must be legal residents of the United States of America, must be female, and must be 21 years of age by October 18th, 2010. The Sponsors reserve the right to request proof of age, and to disqualify any Entrant who refuses to provide said proof.

Entrants may also be required to warrant and represent that they will not identify themselves as participants in the Contest, and will not use any of the Sponsor's trademarks or tradenames except as expressly permitted under these Official Rules. Finalists understand that Sponsors will be irreparably harmed by the use of any of the Sponsors trademarks or tradenames except as expressly permitted under these Official Rules. The Contest may be promoted by or in connection with other sponsors, and Finalists will be required to specifically grant such sponsors the right to use the Images and other materials referred to herein in connection with such promotions without additional compensation. Entrants will also be required to represent and warrant that they have sufficient rights in the Images and all other materials submitted in connection with this Contest to grant the Sponsors the rights granted hereunder. If the Images are modeling shots, photographs taken by a professional photographer, or anything other than personal snapshots in which the Entrant holds or rights, or if they include any copyright notice, Entrants will be required to demonstrate that the copyright holder(s) has granted her the right to allow the Sponsors to reproduce and publish the photographs by providing a signed Copyright Release (to be obtained by the Entrant), or they will be ineligible to participate in the Contest. Entrants are responsible for any financial reimbursement to the original copyright holder for the rights to publish the Images as provided herein; the Sponsors will not be responsible for any such payment, and will not be held under any obligation to publish a photo credit to the original copyright holder for the publication of an image. Entrants shall agree to hold the Sponsors harmless and to indemnify the Sponsors from any and all liabilities, loss, claims, or causes of actions, including reasonable attorneys' fees and expenses that may be incurred by the Sponsors, arising out of or relating to any breach of any representation or warranty, or any other violation of these Official Rules.

Failure to comply with these Official Rules will result in ineligibility of Entrant. Entrant appoints Sponsors as her attorneys in fact, and grants Sponsors permission to demand the removal of

any Images that violate these Official Rules. All federal, state and local laws and regulations of the United States apply. Void where prohibited or restricted. Entrants agree to be bound by these Official Rules.

PRE-FINALS AFFIDAVIT: All Finalists chosen will be contacted via e-mail or telephone, at the discretion of the Sponsors, to request that they complete an additional questionnaire and submit a Pre-Finals Affidavit. All Finalists may be asked, at the discretion of the Sponsors, to submit additional current photographs along with their Pre-Finals Affidavit, answering questions or otherwise offering a self interview in accordance with the request of the Sponsors. Only the Entrant should appear in the additional photos. The submitting of additional photos by any Finalist will not effect the result of the Finals. Any additional photographs submitted must conform to the requirements provided to the Finalist by the Sponsors.

In the Pre-Finals Affidavit, Finalists may be required to: (i) provide additional biographical or other information; (ii) certify that they meet all eligibility requirements as set forth in these Official Rules; (iii) certify that the Images depict the Finalist; (iv) grant the Sponsors the right to publish in all media now known, or hereafter devised - including but not limited to online display, television, cable, video, DVD and/or film productions, publications, wireless applications and other media channels and applications, and for advertising, promotions, other Contests sponsored by one or all of the Sponsors and other commercial purposes (whether by the Sponsors or any third party) - the biographical information and questionnaire responses that Finalists provide (except Social Security number, full address, telephone number, e-mail address, or other information specifically noted in writing by the Sponsors to be confidential or anonymous); (v) grant the Sponsors the right to publish the Images and all other materials submitted, used or taken in connection with the Contest (as described in these Official Rules) in all media now known or hereafter devised, including but not limited to online display, television, cable, video, DVD and/or film productions, publications, wireless applications and other media channels and applications, and for advertising, promotions, other Contests sponsored by one or all of the Sponsors and other commercial purposes (whether by the Sponsors or any third party); (vi) grant the Sponsors the right to photograph and/or video Finalist, and to use such images and/or video for all purposes and in all media now known or hereafter devised, including but not limited to online display, television, cable, video, DVD and/or film productions, publications, wireless applications and other media channels and applications, and for advertising, promotions, other Contests sponsored by the Sponsors and other commercial purposes (whether by the Sponsors or any third party).

Finalists will be required to attach to the Pre-Finals Affidavit copies of two (2) forms of identification, and to show the original thereof to the Notary Public at the time that Finalist executes her Pre-Finals Affidavit. At least one of the forms of identification must be a valid

government-issued ID that includes a photograph of the Finalist and her date of birth (such as a driver's license, passport, or state/provincial identification card). The other form of identification must verify the Finalist's identity (such as a school or employer identification card, Social Security card, or birth certificate).

Entrants who become Finalists may also be required to produce the originals of such identification to the Sponsors at any time. Entrants are required to submit any other information or materials that the Sponsors may request with the Pre-Finals Affidavit or thereafter. All of the above-referenced materials, and all other materials/forms requested in accordance with these Official Rules, must be returned to the Sponsors at the following address: Blue Water Graffix, LLC, 11841 NW 30th Place, Sunrise, Florida, 33323 so as to be received by the deadline requested by the Sponsors, or Entrant may be disqualified.

The Finalist must personally execute the Pre-Finals Affidavit. Any Pre-Finals Affidavit that is executed by a person other than the Finalist will be considered invalid, and will render the entry ineligible. The return of the above referenced material within the allotted time shall be the sole responsibility of the Finalist; the Sponsors are not responsible for delays in delivery. The Sponsors must receive all required documentation (as described above) in accordance with the instructions received from the Sponsors; and any Finalist whose documentation is not received by such date or whose documentation is deemed to be, in the Sponsor's sole determination, incomplete, erroneous or misleading, will be ineligible to participate in the Finals of the Contest.

THE RETURN OF ALL REQUIRED DOCUMENTATION IN A TIMELY MANNER IS THE RESPONSIBILITY OF THE FINALIST; FINALISTS WHO DO NOT RETURN ALL REQUIRED DOCUMENTATION IN A TIMELY MANNER WILL BE DISQUALIFIED.

SELECTION OF FINALISTS: Through an online voting process, visitors and guests to the web site www.sexygirlsnextdoorcalendar.com will select (12) of the Entrants as Finalists, and five (5) of the Entrants as Alternates, based upon the number of votes collected by each Contestant, beginning on Tuesday, March 2nd, 2010 at 12:01am and continue through Tuesday, August 31st, 2010 at 11:59pm. In the event that any Entrant is determined to be ineligible after her Images have been posted at www.sexygirlsnextdoorcalendar.com, she will be disqualified and her Images will be removed. All times are Eastern Standard Time. Voters may vote only one time each week during the Voting Period. For a vote to register, all official online voting will require one vote per visitor per week. It is the discretion of the Sponsors to determine status, including possible disqualification, of a Entrant, if any voting is found to be unfair or fraudulent. In the event that a Finalist is determined to be ineligible or withdraws from the Contest, the Sponsors reserve the right to substitute another Entrant to replace such person. The selection of the Finalists shall be within the guidelines of the Sponsors, whose decisions shall be final, and

shall be based on the criteria listed herein. Results of public voting are one factor in selecting Finalists, but are not determinative. The Sponsors reserve the right to contact a Finalist for any reason at any time with issues relating to the Contest.

All Finalists will be required to attend the Contest Finals from Monday, October 18th, 2010 through Monday, October 25th, 2010 at Hedonism II in Negril, Jamaica. All Finalists will be required to conform to all guidelines as stated herein by these Official Rules. Finalists may also be required to: (i) respond to additional questionnaires; (ii) submit to an interview via telephone or otherwise; and/or (iii) submit other additional materials or information, at the discretion of the Sponsors. Finalists may also be required to return additional documentation, affidavits or releases as may be required by the Sponsors, and if such documentation is not received by the designated date, prior to the Contest Finals or if the documentation submitted is deemed to be, in the Sponsor's sole determination, incomplete, erroneous or misleading, such Finalist will be ineligible to participate in the remainder of the Contest. In the event that a Finalist is determined to be ineligible or withdraws from the Contest prior to the commencement of the Contest Finals (defined below), the Sponsors reserve the right to substitute an Alternate to replace such person. During the week of October 18th through 25th, 2010, each of the Finalists will be *photographed nude* by a professional photographer at a location to be determined by said photographer. One or more of the photographs taken will be included in the 2011 "***Sexy Girls Next Door Amateur Nude Calendar.***"

The Contest Finals will include the following segments: (i) Sexy lingerie; and (ii) Nude. The selection of First, Second, and Third Place winners will be judged on the following four (4) categories: (i) Appearance in Sexy Lingerie; (ii) Appearance Nude; (iii) Poise and Posture; and (iv) Overall Beauty. The Sponsors, through this organized event, will choose First, Second, and Third Place winners based upon the scores by a panel of five (5) judges, chosen at random from guests at Hedonism II, in accordance to the categories as stated above. In the event that one of the top three winners is determined to be ineligible or withdraws from the Contest, the Sponsors reserve the right to select a replacement based upon the scores of the judges as previously described.

All Finalists will receive placement in the printed calendar if all of the following apply: (i) Attend the Contest Finals in Negril, Jamaica; and (ii) Attend one or more scheduled photo shoots, using a professional and assigned photographer. The calendar photo shoots will be scheduled within the Contest Finals Week. Any Finalist who does not respond, or who is unable to attend the photo shoot, will be disqualified, and another Finalist may be chosen from the list of Alternates. All Finalists who respond in a timely manner and who indicate that they will be able to attend the Contest Finals and photo shoot will be eligible to appear on the Calendar.

PRIZES: Finalists' Prize - All Finalists may refer to themselves as a **"Sexy Girls Next Door Amateur Nude Calendar Competition"** Finalist in written and descriptive materials such as a biography, resume, or other purely non-commercial descriptive aspect. All Finalists who respond immediately to the Sponsor's inquiries, attend the Contest Finals, and attend the scheduled photo shoot(s), will be photographed nude by a professional photographer, selected by the Sponsors. One or more photos of each Finalist from the photo shoot(s) will appear in the 2011 **"Sexy Girls Next Door Amateur Nude Calendar"** and/or a supplement thereto, and/or on the Web Site www.sexygirlsnextdoorcalendar.com, or an affiliated or associated Web Site. Finalists do not have the right to license Sponsor's name or trademarks, including but not limited to **"Sexy Girls Next Door"** to any other entity, even if Finalist is making an appearance on behalf of that entity. Any such license must be secured from Sponsors. Any use of **"Sexy Girls Next Door,"** or any reference thereto, in connection with any promotional event or advertising must first be approved by the Sponsors in writing.

Finalists will be entitled to use all approved photos taken of Finalist at the Finalist Photo Shoot, (the "Licensed Images") to be selected in the sole discretion of Sponsors, on Finalist's portfolio and personal promotional site online, provided that such online site does not include any images that are considered pornographic, vulgar or obscene (which is to be determined in the sole discretion of Sponsors). The Licensed Images will be labeled either by a watermark or otherwise, with the **"Sexy Girls Next Door"** logo, linked to the Contest Web Site, and will include a credit for the photographer, and can only be used in association with the logo and credit. The Licensed Images may not be used for any purpose other than those described herein without the prior express written permission of Sponsors.

FIRST PLACE WINNER'S PRIZE: Winner may refer to herself as the **"Sexy Girls Next Door 2011 Cover Girl"** in written and descriptive materials such as a biography, resume, or other purely noncommercial descriptive aspect. Her image will appear on the cover of the aforementioned Calendar. The Winner does not have the right to license Sponsor's name or trademarks, including but not limited to **"Sexy Girls Next Door"** to any other entity, even if the Winner is making an appearance on behalf of that entity. Any such license must be secured from Sponsors. Any use of **"Sexy Girls Next Door"** or any reference thereto, in connection with any promotional event or advertising must first be approved by the Sponsors in writing. In addition, the First Place winner will receive a cash award in the amount of \$3,000.00 (Three Thousand Dollars) and a 7-night return stay at Hedonism II, Negril, Jamaica.

SECOND PLACE WINNER'S PRIZE: In addition to her appearance on the 2011 **"Sexy Girls Next Door Amateur Nude Calendar,"** the Second Place Winner will receive a cash award in the amount of \$2,000.00 (Two Thousand Dollars) and a 5-night return stay at Hedonism II, Negril, Jamaica.

THIRD PLACE WINNER'S PRIZE: In addition to her appearance on the 2011 *"Sexy Girls Next Door Amateur Nude Calendar,"* the Third Place Winner will receive a cash award in the amount of \$1,000.00 (One Thousand Dollars) and a 3-night return stay at Hedonism II, Negril, Jamaica.

All federal, state, and local laws and regulations apply. Taxes and fees, if any, are the Entrant's sole responsibility. No substitution, transfer, assignment or cash equivalent permitted. The Sponsors reserve the right to substitute prizes with one of equal or greater value, at the Sponsor's sole discretion.

NOTIFICATION/TERMS: Entrants, Finalists and Alternates will be notified by e-mail, telephone or other means reasonably calculated to provide notice. Entry constitutes permission to use Entrant's first name on the *"Sexy Girls Next Door Amateur Nude Calendar"* and/or on the Web Site, or an affiliated or associated Web Site, and their consent to use her name, photograph(s) and likenesses for advertising or publicity purposes, in any and all media - including but not limited to publications, online display, television, cable, video, DVD and/or film productions, wireless applications and other media channels and applications, and for advertising, promotions, other Contests sponsored by one or all of the Sponsors and other commercial purposes (whether by the Sponsors or any third party) - without additional compensation or permission, except where prohibited by law. Entrants consent to a background check that may be performed, at the sole discretion of the Sponsors, to verify information provided by Entrants and compliance with these Official Rules, or for other reasons related to the Contest. This Contest shall be governed and construed by Florida law, and the exclusive venue for all controversies will be in state or federal court in Broward County, Fort Lauderdale, Florida. All federal, state/provincial and local taxes are the exclusive responsibility of the Entrants, Finalists, Alternates and Winners. The Sponsors reserve the right to crop or otherwise alter images. Entrant waives (or shall ensure that copyright holder waives if Entrant is not copyright holder) in favor of Sponsors and anyone authorized by them, any and all moral rights that Entrant (or copyright holder) may have in any image submitted. If any Entrant does not return any document within the timeframe indicated on the document, or cannot be contacted, Entrant will be disqualified.

DISCLAIMER AND RELEASE OF LIABILITY: The Sponsors and all prize providers are not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to participants' or any other persons', computer relating to or resulting from participation in this Contest; inability to access the Contest Web Site or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due

to computer or electronic malfunction or traffic congestion on the Internet or any Web Site. Proof of entering information at Web Site is not considered proof of delivery or receipt. All dates set forth in these Official Rules are approximate. The Sponsors reserve the right to extend any deadlines. All entries and any other materials submitted (including but not limited to images and videotapes) become the sole property of the Sponsors and will not be returned or acknowledged. False and or deceptive entries or accounts shall render entry ineligible.

All decisions of the Sponsors shall be final and conclusive on all matters relating to the Contest.

All Entrants, Finalists and Contest Winners release the Sponsors and their parent companies, affiliates, subsidiaries, wholesalers, retailers, officers, directors, agents, employees and all others associated with the development and execution of this Contest from any and all liability with respect to, or in any way arising from, this Contest, publication or use of their images, and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or monetary loss.

The Sponsors reserve the right to terminate, withdraw or amend the Contest at any time and for any reason without prior notice.

Entrants consent to the Sponsor's collection, use and disclosure to third parties, if necessary, of Entrants' personal information for the purpose of administering this Contest and as otherwise set out in these Official Rules.

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