

## OFFICIAL CONTEST RULES

1. No Purchase Necessary.
2. To ensure proper notification in the case that you are selected as a winner, please send entries to [tshirts@sghettieddies.com](mailto:tshirts@sghettieddies.com) with your name, design and contact information (e-mail address and daytime phone number). Entrants may submit as many entries as they like as long as the entries meet the following criteria:
  - only JPG images will be accepted;
  - Entries may hand drawn or created on the computer;
  - A maximum of 4 colors to be used in the design; no gradients
  - Must include S'ghetti Eddie's logo/address/phone number/website;
  - T-shirt itself can be any color;
  - The image uploaded should be approximately 600 x 600 to 750 x 750 pixels and under 1 MB file size;
  - The design must be 100% your work (with the exception of S'ghetti Eddie's logo)
  - No copyrighted images can be used in anyway;
  - Retain your hi-resolution vector image of the design, as it will be required to produce the final artwork should you be the Selected Entrant. The Contest commences on January 14, 2008 and all entries must be received on or before February 18 at 11:59 p.m. EST (the Contest Closing Date).
3. Judging will take place the week of February 18.
4. At the discretion of the judges, the winning entry will be used on T-shirts, to be sold at S'ghetti Eddie's to promote the restaurant. There is no retail value to this portion of the prize. **ALL ENTRIES BECOME THE PROPERTY OF S'GHETTI EDDIE'S AND WILL NOT BE RETURNED TO THE ENTRANTS.**
5. Winner will receive \$1000--\$500 cash and \$500 in free food and beverage for one year.
6. The prizes are not transferable, refundable, or redeemable for cash. The prizes must be accepted as awarded and no cash option is available for the non-cash portions of the prizes.
7. If a Selected Entrant cannot be reached or a Selected Entrant is unable or unwilling to comply in full with these Official Contest rules, the prize will be forfeited.
8. S'ghetti Eddie's reserve the right to cancel this promotion at any time for any reason. In the event of such cancellation, previously submitted entries will be returned to the entrants and S'ghetti Eddie's will not retain any rights in the associated T-shirt designs or exploit such T-shirt designs in any way.
9. The winner will be posted on at [www.sghettieddies.com](http://www.sghettieddies.com) from February-August 2008.
10. All entrants acknowledge by entering this Contest that any T-shirt designs created and submitted as part of this Contest cannot be used by the entrants (or others) for any other commercial purpose whatsoever other than to enter this Contest or for their own personal portfolio. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by these rules including the decisions of the judges, which decisions shall be final and binding upon all Contestants.
11. Entrants release and hold harmless S'ghetti Eddie's and affiliates, related companies, directors, officers, agents, employees and all others associated with the development and execution of this Contest, from and against any and all liability with respect to or in any way arising from this Contest and the awarding, use, or misuse of any prize, including liability for personal injury or damage to property.

12. S'ghetti Eddie's is not responsible for entries which are lost, misdirected or delayed for any reason whatsoever including, but not limited to: technical malfunctions; human error; corrupted data transmission; interruption, deletion, defect or line failures of any telephone network, computer equipment, software or any combination thereof; CDs which are submitted by entrants which are defective or made incorrectly; any inability to access the site; or damage to a user's system occasioned by participating in the Contest. Online entrants must provide a valid e-mail address.
13. In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed as submitted by the person in whose name the email account is registered. S'ghetti Eddie's reserve the right, in their sole discretion, to cancel or suspend this Contest should a virus, bug or any other cause beyond the reasonable control of S'ghetti Eddie's corrupt the security or proper administration of the Contest.
14. Entrants hereby represent and warrant that all of the artwork included in their T-shirt designs (other than the S'ghetti Eddie's logo provided on the Website) are wholly original and that no design elements have been copied from any other source or otherwise violate any third party rights.
15. S'ghetti Eddie's will not be responsible or held liable for any artwork which is included in any submitted materials which have been copied from any other source. All entrants to the Contest acknowledge that S'ghetti Eddie's will own all results and proceeds including all copyright in and to the entrant's T-shirt design (the "T-shirt design") submitted hereunder. For greater certainty, for the duration of copyrights in the T-shirt design, all entrants to the Contest hereby assign all copyright in and to the T-shirt design and grant S'ghetti Eddie's and its affiliates, subsidiaries, assignees, licensees, and legal representatives, a worldwide, nonexclusive, royalty-free, irrevocable, right and license to (a) use, reproduce, distribute, store, transmit, broadcast, publish and publicly display the T-shirt design, in whole or in part, and in any format and in any medium whatsoever known or as yet unknown as of the date hereof, including without limitation T-shirts and other promotional items used by S'ghetti Eddie's (Including but not limited to, stickers, sweaters, hoodies, hats, etc. and all media used to modify, reformat, adapt and create derivative works based on the T-shirt design .
16. Entrant waives, wherever and to whatever extent such a waiver is valid, any and all moral rights in and to the T-shirt design created hereunder. Entrant acknowledges that S'ghetti Eddie's may commercially exploit the T-shirt design in any manner it deems fit, with or without entrant's name, now or hereinafter invented, without territories limitations, and that entrant shall not be entitled to any payment of any kind as a result of such exploitation.
17. Entrant hereby agrees to indemnify S'ghetti Eddie's from any and all breaches of this section and any liability, costs or expenses associated therewith. All decisions of the judging panel are final.
18. The chances of being selected depend upon the total number of eligible entries received and upon the decisions of the judging panel. This Contest is subject to all applicable federal, provincial, state and municipal laws and regulations.
19. By entering this Contest, except where prohibited by law, the Selected Entrants consent to the use of their name, without further compensation, in any publicity carried out by S'ghetti Eddie's, in connection with the Contest in any and all media without territorial or time limitations, and they waive all rights with respect to printed, broadcast and other publicity.