

## POCKETMAC “RINGTONESTUDIO FOR iPhone” CONTEST

### OFFICIAL CONTEST RULES

1. No purchase necessary to enter or win. Purchase will not enhance chance of winning.
2. Contest begins on November 1, 2009 at 12:00 a.m. Pacific Daylight Time and ends on November 30, 2009, at 11:59 Pacific Daylight Time (“Contest Period”). Entries must be received or post-marked by 11:59 pm Pacific Standard Time on November 30, 2009. Winners will be notified by phone, e-mail, and/or direct mail.
3. Your purchase of PocketMac RingtoneStudio for iPhone during the Contest Period constitutes an automatic entry into the PocketMac RingtoneStudio for iPhone Contest (“Contest”) to win an iPhone. If you do not purchase PocketMac RingtoneStudio for iPhone, you may fully complete and submit the official entry form provided on the web site at <http://www.CreateiPhoneRingtones.com/contest/>. The entry form may be submitted electronically or by mail per the instructions on the entry form. You may obtain a paper copy of the official entry form by sending a self-addressed stamped envelope to: **PocketMac RingtoneStudio for iPhone Contest, 511 Juniper Street, San Diego, CA 92101**. Or you may download a PDF version from the website at <http://www.CreateiPhoneRingtones.com/contest/ContestRules.pdf>. One entry per person.
4. Entrant must be 18 years of age or over. Employees and their immediate families, representatives, advertising/promotion agencies, and affiliates of Information Appliance Associates are not eligible. All federal, state, local and international laws and regulations apply. The Contest is void where prohibited or restricted by law.
5. There will be up to six (6) winners. A random drawing will be held on November 30, 2009. If fewer than 100 purchases of PocketMac RingtoneStudio are made during the Contest Period, each of three (3) winners will be awarded one \$15 iTunes gift cards. If PocketMac RingtoneStudio is purchased by 100 or more people during the Contest Period, each of an additional two (2) winners will be awarded one \$50 iTunes gift cards. If PocketMac RingtoneStudio is purchased by 250 or more entrants during the Contest Period, one (1) additional winner will receive a legally unlocked iPhone. Contest may be terminated at Information Appliance Associates’ sole discretion. The odds of winning depend on the number of eligible entries received.
6. Prizes: Three winners will receive one (1) \$15 iTunes gift cards. In the event that 100 or more purchases are made, two winners will also receive (1) \$50 in iTunes gift cards. And in the event that 250 or more purchases are made, one additional winner will receive a legally unlocked iPhone. The prizes will be awarded to the names as they appear on the entry forms. The prizes are not transferable and are not redeemable for cash. All income and other taxes (if any) are the sole responsibility of the winners. The winners’ names will be posted at <http://www.CreateiPhoneRingtones.com/contest/winner.php>. To request the winners’ names, send a self-addressed stamped envelope to Information Appliance Associates, 511 Juniper Street, San Diego, CA 92101.

**7.** Entrant has fully read and understands these Official Rules for participation in the Contest and agrees to abide by the Official Rules and by the random selection of the winners, which are final and binding on all matters pertaining to this Contest.

**8.** The winner of the unlocked iPhone is responsible for mobile carrier and all related charges. There will be no power adapter included with the unlocked iPhone for liability reasons.

**9.** By entering, you agree to waive any right to claim ambiguity or error in these Official Rules. Except where prohibited by law, the winner consents to the use of his or her name by Information Appliance Associates for advertising and publicity purposes without further compensation. Each Entrant agrees that the Information Appliance Associates and its agents, representatives, affiliates, and employees will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from participation in the Contest, or resulting from the acceptance, possession, or use of the prizes, nor in any way are responsible for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to the quality, condition, or fitness. Information Appliance Associates assumes no responsibility for any problems or technical malfunction of any telephone network or lines, computer systems, servers, software, Internet service providers, or e-mail systems; failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible, misdirected, or postage-due mail; or any combination thereof, including damage to entrants' or anyone else's computer equipment related to or resulting from participation or downloading of any materials in this Contest.