

CONTEST RULES

ELIGIBILITY:

The “Global Sole” Competition (the “Contest”) is open to all currently enrolled students of The Art Institute of Portland, The Art Institute of California-San Francisco, The Art Institute of California-San Diego and The Art Institute of Seattle (“Contestant”). The Contest is governed by the Contest Rules set forth in this document (“Contest Rules”). The Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited by law.

SPONSOR:

The Contest is sponsored by Ausculto (“Sponsor”), which is located at:
1001 SE Water Ave # 200
Portland, Oregon 97214

AGREEMENT TO CONTEST RULES:

Participation in the Contest constitutes Contestant’s full and unconditional agreement to and acceptance of these Contest Rules, and the decisions of Sponsor, which are final and binding in all respects.

CONTEST PERIOD:

Complete competition entries must be uploaded to

designshoesandwin.com (the “Website”) and submitted by 12:00 a.m. (PST), April 11, 2008. Late submissions will not be accepted.

ENTRY:

No purchase or fee is necessary to enter or win the Contest.

JUDGING

All entries will be open for voting online for a two-week period commencing after the submission deadline, beginning 8:00 a.m. PST, Friday, May 2 and ending 12:00 p.m. PST, Thursday, May 15, 2008.

Voting will be conducted on the Website and will be open to all who visit the Website. Only one vote per person is allowed. The contestant with the most votes will receive the grand prize of \$2,000. One contestant from each of the other participating campuses will receive a 2nd place prize of \$1,000. The 2nd place winners are selected based on the entry that generates the most votes from that school.

ENTRY REQUIREMENTS:

1. Contestant must submit footwear designs using the templates provided on the Website.
2. Contestant must fill out all

required fields within the submission page in order for an entry to be accepted.

3. Files must be submitted in Photoshop (.psp) format.
4. The file name must contain the contestant's name (i.e. Ashley_Smith.psp)
5. Contestant may enter an unlimited amount of design submissions but must label each design accordingly (i.e. Ashley_Smith#1.psp, Ashley_Smith#2.psp).
6. All images used in the layouts must be saved as 300-dpi CMYK images.
7. All entries must be the original work of one Contestant.
8. Entries may not contain copyrighted, trademarked or other proprietary images, in whole or in part.

PRIZES:

Prize winners ("Winners") are responsible for payment of any federal, state and local taxes related to the award of Prizes ("Prizes"). All dollar amounts stated within the Contest Rules are in United States currency. Winners have the right to refuse any Prize. Subject to these Contest Rules, the following Prizes shall be awarded: One (1) Grand Prize Winner, and three (3) "Second Place Winners. The Grand Prize Winner will receive a

winner's check for \$2,000. Each Second Place Winner will receive a check for \$1,000. The Winners will be notified by phone and/or e-mail Message. Non-winners will not be notified.

IMPORTANT NOTICES:

Prizes must be accepted as awarded and are non-assignable and non-transferable in whole or in part. Any and all federal, state, local taxes, sales taxes, service, fees and surcharges on Prizes are the sole responsibility of the Winner. Entries become the property of Sponsor. Sponsor shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsor's control.

GENERAL CONDITIONS:

Sponsor has the right to cancel the Contest at any time if a

minimum level of entries are not submitted. If a particular school has not submitted the minimum number of entries, Sponsor has the right to pull the Contest from that school (i.e., not award a prize for that school). Sponsor has the right to investigate and verify Contestant eligibility, and compliance with these Contest Rules, and to disqualify any Contestant on the basis of its findings. In addition, and without limiting any other provision in these Contest Rules, Sponsor reserves the right to disqualify any Contestant that submits anything Sponsor defines as vulgar or offensive or commits any act in violation of federal, state, or local law or which is in association with any entity that could subject Sponsor to public embarrassment, disrepute, contempt, scandal, or ridicule, or which association insults or offends the community or any substantial organized group thereof, or which might tend to injure the success of the Contest, Sponsor, Ausculto or any of Ausculto's products. If someone is caught tampering with the voting process and/or any element of the contest, they will be disqualified. Each Contestant agrees to grant to Sponsor (and agrees to confirm

that grant in writing) and those acting pursuant to the authority of Sponsor, the right to print, publish, display, broadcast and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web and the Internet, at any time(s), the Contestant's name, statements about the promotion, and the name, image, picture, voice, hometown, and likeness of the Contestant as news, information and for Sponsor's trade, advertising and/or promotional purposes without additional notification, compensation or review. Sponsor's failure to enforce any provision of these Contest Rules shall not constitute a waiver of any provision. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Contestant and Sponsor. The Contest Rules shall be governed by, and construed in accordance with, the laws of the state of Oregon. Contestant, Winners and/or Sponsor shall make reasonable efforts to resolve any dispute arising from the Contest Rules and/or award of Prizes. If the parties are unable to resolve their dispute, the dispute will be subject to mandatory

mediation. If mediation is unsuccessful, the dispute or disagreement will be submitted to binding arbitration in Portland, Oregon subject to the rules of the United States Arbitration Act.

LIMITATIONS OF LIABILITY & RELEASE:

BY ENTERING OR ACCEPTING ANY PRIZE, EACH CONTESTANT AND WINNER AGREES THAT SPONSOR, ITS SUBSIDIARIES, AFFILIATES, AGENTS AND CONTRACTORS AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY CONTESTANT OR WINNER FOR ANY ALLEGED OR ACTUAL CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LIABILITY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR

INDIRECTLY NOW OR IN THE FUTURE, FROM THE ACCEPTANCE, DELIVERY, MISDELIVERY, POSSESSION, USE OR MISUSE OF THE PRIZE, PARTICIPATION IN THE CONTEST, AND/OR PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY.

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