

## OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

### 1. ELIGIBILITY:

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. Open only to legal residents of the 50 United States or the District of Columbia, 18 years of age or older at time of entry. Employees, officers and directors of Hint Inc. (the "Sponsor"), their respective parents, subsidiaries, affiliates, advertising and promotion agencies, webmasters/suppliers, and members of the immediate families (spouse, children, parents, siblings) and persons living in the same household (whether or not related) of such employees, officers and directors are not eligible. Void where prohibited.

### 2. PROMOTION PERIOD:

The Promotion (the "Promotion") begins on 2/22/10 at 9: 20 AM Pacific Standard Time and ends on 3/30/10 at 11:59 pm PST.

### 3. TO PLAY:

To play, visit: <http://www.facebook.com/drinkhint> during the Promotion Period and follow the instructions provided on the Site.

### 4. PRIZES

Total approximate retail value of all prizes combined is: \$2976. PRIZES WHICH ARE NOT CLAIMED OR ARE FORFEITED WILL NOT BE AWARDED.

### 5. GENERAL:

All taxes on prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. If a winner cannot accept a prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. By participating, entrants (and entrant's parent/legal guardian if entrant is a minor in his/her jurisdiction of residence) agree a) to these rules and decisions of Sponsor and which shall be final and binding in all respects and in all matters relating to this Promotion; b) to hereby release, discharge, indemnify and agree to hold harmless Sponsor, and all of their respective parents, affiliates, subsidiaries, agencies, advertising and promotion agencies, and all of their respective employees, officers, directors, agents and representatives (individually and collectively "Releasees") from any liability or responsibility whatsoever for any claims, costs, injuries, losses or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property, rights of publicity or privacy,

defamation, or portrayal in a false light), arising out of or in connection with the Promotion or from their acceptance, possession, use or misuse of any prize, or participation in the Promotion or any Promotion related activity; and c) if a winner to the announcement/use of name, voice, image and/or likeness for trade, advertising, publicity and promotional purposes without compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. In no event will Releasees be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Winners (and winner's parent or legal guardian if winner is a minor) may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within seven (7) days of receipt of notification. If documents are not returned timely, or, any prize or prize notification is returned as non-deliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules, winner will be disqualified and the prize will be forfeited. If a winner is not of the age of majority in his/her state of residence, prize may be awarded in the name of or to parent or legal guardian (as solely determined by Sponsor) who must agree to all undertakings of winner set forth in these Official Rules or winner may be disqualified and prize will be forfeited. Releasees are not responsible and shall not be liable for: a) telephone, electronic, hardware or software, program, network, Internet or computer malfunction, technical errors or by any human error which may occur in the processing of entries, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such information; b) failed, incomplete, garbled, corrupted or delayed computer transmissions; c) lost, late, misdirected, mutilated, incomplete or illegible entries or emails or d) any condition caused by events that may cause the Promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Promotion or any portion thereof should computer hardware or software malfunctions (such as but not limited to virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures) or any other causes corrupt the administration, security or proper play of the Promotion, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by Sponsor.

#### 6. ADDITIONAL CONDITIONS:

Releasees are not responsible for any incorrect or inaccurate information, whether caused by Game Site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or

destruction or technical error or programming error or unauthorized access to the Game Site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or Game Site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Game Site, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry methods, will disqualify all entries using such methods. Entry information and entries become property of Sponsor. No prize transfer or cash redemption or substitution, but Sponsor reserves the right to substitute prize with prize of equal or greater value should prize become unavailable. No correspondence about entries will be entered into nor will entries be acknowledged or returned. No more than the stated number of prizes on any day will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes on any day, as set forth in these Official Rules, to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes for a day by a random drawing from among all legitimate eligible prize claimants for that day. In the case of any irregular game play, the sole liability and responsibility is replacement with another game play, while supplies last. In case of dispute, entries will be declared made by the authorized account holder of the email address used to participate at the time of entry. "Authorized account holder" means the natural person who is recognized as the primary authorized user of the submitted email address by the individual or organization that assigned such address for use.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET SITE WWW.DRINKHINT.COM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### 7. PRIVACY POLICY:

Information submitted with an entry is subject to the Privacy Policy stated on the Game Site.

#### 8. ARBITRATION/CHOICE OF LAW:

Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine, and all proceedings shall take place in the City of San Francisco, County of San Francisco.

#### 9. WINNERS' LIST:

To request a list of winners, mail a self-addressed, stamped envelope to be received by 1/15/2010 to:

Sponsor:

Hint Inc., 2124 Union Street, Suite D, San Francisco, CA 94123