

Blue Whale Moving Company, Inc.'s First Annual T-Shirt Design Contest

Calling all Austin area high school student artists! This t-shirt design contest is your chance to use your graphic design talents and enter a unique, original design for a Blue Whale Moving Company, Inc. t-shirt. The winning entrant will receive \$1000 and the winning entry will be printed on Blue Whale Moving Company, Inc. mover t-shirts. Second prize will receive \$500 and Third prize will receive \$250. All entrants must agree to be bound by Blue Whale Moving Company, Inc. T-Shirt Design Contest Rules (see attached rules).

Entries must be no larger than 11"x17" in size.

Please print and attach a separate sheet to this entry form with your design, or you may send it electronically in high resolution JPEG, GIF, PDF. Any entries exceeding the size may be cropped or shrunk to fit.

Contestants: this entry form must be completed and returned with your submitted design. You may submit as many designs as you wish, filling out a separate entry form for each. Parents and guardians of children under 18 years must complete and return this entry form with your child's entry.

Deadline for all entries: March 26, 2010, 5:00 PM.

I have read and agree to the Blue Whale Moving Company, Inc. T-shirt Design Contest Rules.

Artist's name:

Parent/guardian name (if applicant is under 18 years):

Artist's mailing address:

Artist's main phone:

Artist's e-mail address:

Parent/guardian phone and e-mail address:

Signature of Entrant or Parent or Guardian of Entrant if under 18 years of age

Please send completed form and design entry to:

Blue Whale Moving Company, Inc.
TshirtContest@BlueWhale.com
8291 Springdale Road, Suite 100
Austin, Texas 78724

fax 512-454-1463

For more information about this contest, call Hunter Armstrong at 512-328-6688 or email TshirtContest@BlueWhale.com.

**BLUE WHALE MOVING COMPANY, INC. T-SHIRT DESIGN CONTEST
OFFICIAL 2010 CONTEST RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE CONTEST IS VOID OUTSIDE OF TRAVIS, HAYS AND WILLIAMSON COUNTIES, TEXAS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. ENTRY: This Contest will be conducted exclusively on the Internet and provides contestants (each an "Entrant") with the opportunity to submit a graphic design ("Entry Design") which will be judged and eligible for the Prize described below subject to the terms and conditions herein. To participate, go to www.BlueWhale.com ("Website") during the period commencing on January 29th, 2010 and ending at 5:00 P.M. CT on March 26th, 2010 ("Entry Term") and click on the TAB titled "T-Shirt Design Contest", which will take you to the Contest page. Any attempted form of entry other than as described herein is void. Entry into the Contest may only be made during the Entry Term.

To enter, Entrant must first carefully read, review and complete all of the required fields of the Official Contest Entry Form ("Entry Form") including Entrant's first name, last name, complete home address, and e-mail address. If Entrant is under the age of legal majority, the Entrant's parent or guardian must complete and submit the Entry Form and Entry Design. Incomplete Entry Forms, including but not limited to those entries that do not meet the requirements herein, will not be eligible for judging. All Entry Designs must be submitted as JPEG, GIF, PDF, or MS Word files not to exceed 5MB in size. Individuals may submit up to three Entry Designs and must complete a separate Entry Form for each Entry Design. Individuals with disabilities should contact Hunter Armstrong at HArmstrong@BlueWhale.com if assistance with submitting an Entry Design is needed.

By entering the Contest, Entrant acknowledges, agrees and understands that the Entry Design, and all other entry materials will become the property of BLUE WHALE MOVING COMPANY, INC. (hereinafter "BLUE WHALE"). By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decision of BLUE WHALE which shall be final and binding in all respects.

Each Entrant represents and warrants that each Entry Design is: (a) wholly original; (b) does not incorporate or include any material that would require the consent of any third party; and (c) does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party. By creating and submitting an Entry Design in the Contest, each Entrant hereby irrevocably grants, transfers, sells, assigns and conveys to BLUE WHALE, and each of its respective successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights), in and to the Entry Design for exploitation throughout the world, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (including the right to publish and display the Entry Design

for purposes of advertising, publicity and/or trade, in whole or in part). BLUE WHALE shall have the right, in its sole discretion, to edit, composite, scan, duplicate, or alter the Entry Design for any purpose which it deems necessary or desirable, without the need for any further compensation, and/or permission. Entrant irrevocably waives any and all moral rights in any submitted Entry Design.

Once submitted, Entry Designs become the exclusive property of BLUE WHALE and will not be acknowledged or returned. Entry Designs which BLUE WHALE determines are not reasonably pertinent to the subject matter of the Contest, or are otherwise in violation of these Official Rules will be disqualified. BLUE WHALE reserves the right to disqualify any Entry Design for any reason, in their sole and absolute discretion.

BLUE WHALE shall have no obligation (express or implied) to use any Entry Design or to otherwise exploit any Entry Design or, if commenced, to continue the distribution or exploitation thereof, and BLUE WHALE may at any time abandon the use of the any Entry Design for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof. The use of any Entry Design by BLUE WHALE on T-Shirts or other promotional materials will be determined by BLUE WHALE in its sole discretion.

2. LIMITATIONS: All Submissions must be received by 5:00 P.M. CT on March 26, 2010. Entry Designs submitted by any method other than set forth above in Section 1 are void. Any use of automated or programmed methods of effecting entry is prohibited. Contest entry is open only to Entrants who are high school students in, Travis, Hays or Williamson Counties, Texas as of date of entry, and not employees of BLUE WHALE, their respective parent companies, subsidiaries, affiliates or partnerships, or the advertising, promotional or fulfillment agencies, or any of their respective officers or directors, or any persons or entities directly associated with the Contest, or any members of the households or immediate families of such persons. BLUE WHALE is not responsible for any Entry Designs that are altered, defective, delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, invalid, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized or unintelligible; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable e-mails resulting from any form of active or passive e-mail filtering; insufficient space in Entrant's e-mail account to receive e-mail; or other errors of any kind, whether due to electronic, mechanical or human error or other causes, even if caused by the negligence of the BLUE WHALE. This Contest is subject to all applicable federal, state, and local laws and regulations.

3. PRIZE: One (1) Grand Prize Winner will be selected to win \$1000 and have the opportunity to have his or her Entry Design used on a T-Shirt or other items ("the Prize"). The Prize is not assignable or transferable. All taxes and reporting consequences thereof associated with the receipt of the Prize are solely the responsibility of the Winner who will receive an IRS Form 1099 reflecting the final actual value of the Prize. Winners may be required to supply a Social Security or taxpayer ID number prior to the award of the Prize. To the extent the Prize is to be delivered to the Winner, the Prize will only be delivered to an address in the United States. A 2nd prize winner will be chosen and will win \$500 and a 3rd prize winner will be chosen and will win \$250.

4. SELECTION OF WINNERS: All Entry Designs will be screened and those that comply with these rules will be judged by the staff of BLUE WHALE.

5. PRIZE WINNER NOTIFICATION: The Winner is subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and execution of the Agreement (described below). All Entrants agree to be bound by these Official Rules and the decision of the Judges, whose decisions are final and binding. The Winner will be notified by telephone, email, or express mail to the phone number, email or address listed as part of the entry process on or about April 10, 2010. The Winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements.

6. CONDITIONS: By participating, Entrants agree to release and hold harmless BLUE WHALE from any and all liability, for loss, harm, damage, claim, injury, cost or expense whatsoever which may occur as a result of participating in the Contest. The Winner's acceptance of the Prize constitutes the grant of an unconditional right to use the winning Entry Design, the Winner's likeness, photograph, biographical and Prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law.

In its sole discretion, BLUE WHALE has the right to cancel, terminate or suspend the Contest; and in such event, to select from among all eligible Entry Designs received up to such time of cancellation, termination or suspension, or to cancel the Contest and not award any Prize. In the event that any Entrant attempts to defraud or in any manner tamper with this Contest, Entrant will be ineligible for the Prize. In the event that any dispute arises regarding the meaning or interpretation of these Official Rules, it is agreed that the dispute shall be resolved by applying the laws of the State of Texas within the Federal or state courts located in Travis County Illinois.

CAUTION: BLUE WHALE MOVING COMPANY, INC. RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY ANY ENTRANT WHO IS FOUND TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST OR THE WEBSITE, TO BE ACTING IN VIOLATION OF THESE OFFICIAL RULES, OR TO BE ACTING IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER, OR WITH THE INTENT TO DISRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, OR TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. USE OF DATA: All Entry Designs will be treated as non-confidential. By participating in the Contest, Entrants agree to collection and usage of their personal information and acknowledge that BLUE WHALE may use their information for advertising and promotional purposes.

8. ASSIGNMENT AGREEMENT ("AGREEMENT"): As a condition to receiving the Prize, each Winner (parent or legal guardian if Winner is under the age of majority) will be required to execute an Agreement or alternate winner may be chosen. The Agreement will set forth the responsibilities and obligations of the Winner and require Winner to assign all right, title, and interest in and to the winning Entry Design to BLUE WHALE. The Agreement also may require, among other things, that winner permit the use of his/her name, likenesses or identifying information for promotional, publicity or advertising purposes in any media including print, TV, radio and online media, without time or geographic limitations. Notwithstanding any of the above, BLUE WHALE MOVING COMPANY, INC. 's sole obligation

under the Agreement is to award the Prize to the Winner. BLUE WHALE will have no obligation to use the Winner's Design or name or likeness in any manner whatsoever. In the event the Winner fails to execute the Agreement by a date specified by BLUE WHALE, the Winner will forfeit the entire Prize and an alternate winner may be selected from among the other Entry Designs.

9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and BLUE WHALE is not a confidential, fiduciary, or other special relationship. Each Entrant understands and acknowledges that BLUE WHALE has wide access to ideas, stories, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each Entrant also acknowledges that many designs, ideas, or inventions may be competitive with, similar or identical to the Entry Design. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of BLUE WHALE's use of any such similar or identical material that has or may come to BLUE WHALE from other sources. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of BLUE WHALE's actual or alleged use of any Entry Design or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any Entry Design and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, BLUE WHALE reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. BLUE WHALE cannot accurately predict the number of Entrants who will participate in the Contest. Further, BLUE WHALE reserves the right to not choose a winner or award any Prize if it does not receive a sufficient number of eligible and qualified Entry Designs.

11. WINNER'S NAME: To obtain copy of any legally-required Winners list, send a self-addressed stamped envelope postmarked by 9/1/2010 to: BLUE WHALE MOVING COMPANY, INC. attn: Hunter Armstrong 8291 Springdale Road, Suite 100, Austin, Texas 78724.

12. SPONSOR: The Sponsor of this Contest is BLUE WHALE MOVING COMPANY, INC., 8291 Springdale Road, Suite 100, Austin, Texas 78724.

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