



SIGGART Design Contest **“What’s your Eco-Style?”**

SUBMISSION GUIDELINES

For good and valuable consideration (including, without limitation, the possibility of publicity), the receipt and sufficiency of which are hereby acknowledged, Participant (as defined below) is submitting certain design(s), idea(s), concept(s), communication(s) and/or material(s) (the "Submission") for the benefit of SIGG (the "Sponsor") upon the following express understandings and conditions.

1. Contest Schedule: Contest begins 12:00:01 a.m. ET on April 25, 2007 and ends 11:59:59 p.m. ET on June 1, 2007 (the "Contest Entry Period").

2. There Is One Way To Enter: You must download our template at www.MySIGG.com/siggart/ (the "Website") and follow the directions for submitting entries on that site. All entries must be sent via e-mail attachment to siggart@sigg.com.

Between 12:00:01 a.m. ET on April 25, 2007 and 11:59:59 p.m. ET on June 1, 2007 you may submit a SIGG bottle design on the Website. Visit the Website during the Contest Entry Period and download the template provided on the Website to create your SIGG bottle and follow the directions provided. You will need to save the file as a .JPEG format with a maximum file size of 250 KB. You will need to submit the original art file if you are chosen as one of the top 10 Finalists. Once designed you may submit your design by attaching the design in an e-mail to siggart@sigg.com including your name or alias, entry name and a short quote or description (120 characters or less). You must also include your name, address, date of birth and a preferred email address.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve Participant from responsibility for compliance with Submission Guidelines. Submissions that do not comply with the Submission Guidelines or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered as a Finalist or Grand Prize winner. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered as a Finalist or Grand Prize winner. From time to time during the Contest Entry Period, Sponsor may, in its sole discretion, choose to feature some recent Submissions on any SIGG Website. Being featured on any SIGG Website is unrelated to the Judging Criteria and in no way reflects the possibility of the Submission being considered a Finalist in the Contest.

3. Eligibility. To be eligible to enter a Submission, Participant must be 13 years of age or older at the time of Submission and must include the requested information with your Submission. **TO BE ELIGIBLE TO BE A FINALIST, PARTICIPANT MUST BE A LEGAL RESIDENT OF THE U.S. RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE CONTEST PERIOD.** Potential Finalists may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility. Employees of SIGG, their respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, Contest and judging agencies and the immediate family members of such

employees (parent, child, sibling, spouse) and persons living in the same household as such employees (whether related or not) are not eligible to win.

4. Grand Prize: The Grand Prize consists of 100 SIGG bottles featuring the winner's design (retail value \$1900). Grand Prize winner is solely responsible for any taxes on their prizes and shipping costs, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable.

5. Judging Criteria. Among all eligible Submissions received, visitors to the Website will be invited to vote for their favorite Submissions. The top ten (10) Submissions with the highest vote counts at the end of the Contest Entry Period will be considered Finalists. The judging organization (the "Judges") shall then select one (1) Finalist to be the Grand Prize winner based on the criteria listed below:

- a. Eco-sensibility 40%
- b. Aesthetics 30%
- c. Style 30%

In order for a Finalist design to be considered by the Judges the individual who submitted the design will need to complete, sign and return a Release Form within five (5) days of its receipt in which the Finalist will acknowledge that the Submission is a "work for hire" and will irrevocably assign and transfer to the Sponsor any and all rights, title, goodwill and interest in and to Submission, including, without limitation, all copyrights, and waive all moral rights in such Submission. If the Participant is under the age of 18 (or 19 in NE or AL) the Participant will be required to have their parent or legal guardian, on their behalf, complete, sign and return the Release Form within five (5) days of its receipt. Any Release Form not returned in the specified time shall be ineligible for the Grand Prize. If less than ten (10) Release Forms are returned in a timely manner, then the number of Finalist Submissions which are considered by the Judges will be reduced accordingly. All decisions by the Judges shall be final and binding. It is the sole decision of the Judges to determine which Submissions, if any, will be considered for the Grand Prize. If, for whatever reason, the Judges deem that none of the Finalist Submissions are capable of being replicated on a SIGG Bottle and/or find that none of the Finalist Submissions are up to the high standards for SIGG bottles, the Judges and/or Sponsor, in their sole discretion may either reject all Finalist Submissions or may in their sole discretion, modify, alter or in some other way change the Submission so that it is acceptable to the Judges and/or Sponsor.

6. Grant of Rights To Sponsor. By submitting a Submission, Participant hereby agrees that:

- a. In consideration of entering a Submission in the Contest, Participant on behalf of themselves, their heirs, executor, administrator and assigns, hereby assign to Sponsor all rights, interest and goodwill in the Submission, including an irrevocable grant to Sponsor of the exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit and/or otherwise use the Submission and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised, including but not limited to the possible use of the Submission by Sponsor on a SIGG bottle. All decisions on the number of SIGG bottles distributed, type of packaging used or geographic location for such distribution shall be at Sponsor's sole discretion. All Submissions, upon submission, become the property of Sponsor, and its successors, assigns and licensees. Sponsor will have the exclusive right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Submission in any packaging, merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Participant forever waives and relinquishes on behalf of themselves, their heirs, executor, administrator and assigns any and all rights, including but not limited to goodwill, in and to the Submission. Participant also irrevocably grants Sponsor the right to use their name, voice, likeness and biographical material in or related to the Submission. Participant agrees not to issue any publicity on behalf of or in connection with Sponsor, their Submission and/or their participation in this Contest.

b. Participant acknowledges that they have no right of approval or consultation with respect to Sponsor's use of the Submission. Sponsor will not be responsible for the return or preservation of the Submission. Sponsor shall use its sole discretion in determining the extent and manner of the use of the Submission and Sponsor is not obligated in any way to use or exploit the same or any rights granted by Participant, or any portion thereof, in any medium or any manner whatsoever, including but not limited to use on Sponsor's website. Participant further agrees that the Submission is not being submitted in confidence or in trust, and that no confidential or fiduciary relationship is intended or created. Participant further acknowledges and agrees that by entering their Submission, they warrant that the Submission is their original work.

c. Participant acknowledges that, upon entering their Submission, Sponsor owns and controls all rights, including but not limited to the copyright, intellectual property, goodwill in and to their Submission and hereby irrevocably grants to Sponsor the unconditional and perpetual right and permission to trademark, copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Participant's name, address, image, voice, likeness, statements, biographical material and Submission, including, but not limited to, the SIGG bottle design (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Participant and arising out of his/her participation in this Contest (with or without using the Participant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Participant or any other party.

7. Contest Terms of Submission. As conditions of entry into this Contest and by submitting a design, each Participant represents and warrants that:

a. their entire Submission: (i) is wholly original; (ii) has been legally obtained and/or created; (iii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iv) has not been entered into a previous contest or has received any awards; (v) has not been published previously in any medium; (vi) they have not granted or transferred any rights in or to the Submission to any third party prior to the date of Submission; and (vii) Participant has not done anything which has impaired and will not do anything to impair the rights granted to Sponsor in any way.

b. if their Submission is voted to be one of the ten (10) Finalists they, or if they are under the age of 18 (19 in NE or AL) their parent or legal guardian, will complete, sign and return within five (5) days the Release Form in which the Finalist (or their parent/legal guardian on their behalf) will acknowledge that the Submission is a "work for hire" and will irrevocably assign and transfer to the Sponsor any and all rights, title, goodwill and interest in and to the Submission, including without limitation, all copyrights, trademarks and waive all moral rights in such Submission.