



absolutely
new
1st Annual Student
**Invention
Competition**

Entry Form

Inventor
Name: _____
Address: _____
Home Phone: _____ Mobile Phone: _____
Email: _____ Age: _____
School Attending: _____

Invention
1. Invention Name _____
2. Briefly describe your invention. _____ _____ _____ _____
3. Who is the target (the likely purchaser) for your invention... and why? _____ _____ _____ _____
4. What issue or problem does your invention address?

5. How and why is your invention better than other products already available?

Invention Image

We encourage you to submit a visual representation of your invention, even if just a rough sketch. You may upload an image file here, or send one separately. Please include your name and your invention's name in the document.

UPLOAD

Signature

I declare that I am the inventor of the invention herein described, that all information provided is true to the best of my knowledge, and that I have read and accept the attached terms and conditions.

Inventor's Signature: _____ Date: _____

Ways to Submit Entry Form

Web: www.AbsolutelyNew.com/contest
Email: contest@absolutelynew.com
Fax: 415.865-6210
Mail: AbsolutelyNew, Inc.
c/o Invention Contest
650 Townsend Street, Suite 475
San Francisco, CA 94103

Terms and Conditions

Open to all students attending participating schools. For list of participating schools, please visit: www.absolutelynew.com/contest/schools.

1. HOW TO ENTER:

Contest begins on 9/15/08 and ends on 11/30/08. Entry form is available at www.absolutelynew.com/contest. Complete entry form online and submit; or print out form and mail to AbsolutelyNew Invention Contest, 650 Townsend Street, Suite 475, San Francisco, CA 94103; or print out form and fax to AbsolutelyNew Invention Contest at 415-865-6210. Mailed and faxed entry forms must be typed or neatly hand written, in English. Entrants may submit up to ten inventions as long as each product is unique and each entry is submitted separately. All mailed entries must be sent in separate envelopes, and received by 11/30/08. Entries that do not contain the required information will be ineligible. Once an entry is submitted online, by mail or by fax, it is the entrant's sole responsibility to maintain his or her contact information to be sure it is current. To update contact information, send an email to contest@absolutelynew.com. **ALL PARTICIPANTS MUST SIGN AN AFFIDAVIT OF ELIGIBILITY AND RELEASE. PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO ENTER AND SIGN THE REQUIRED AFFIDAVIT OF ELIGIBILITY AND RELEASE. WINNERS MUST ALSO SIGN AN EXCLUSIVE GLOBAL LICENSE AGREEMENT (as explained in Section 6 of these Terms and Conditions). FAILURE TO SIGN THESE DOCUMENTS SHALL RESULT IN INELIGIBILITY.**

2. JUDGING:

All eligible entries will be judged by AbsolutelyNew employees and/or advisors. The criteria used to select the winners will include: originality/patentability, market potential, manufacturability and safety.

3. PRIZES:

The three winners will receive free services for their invention from AbsolutelyNew, as follows:

1st Place: Intellectual Property Protection, Market Research, Product Development and Marketing.

2nd Place: Intellectual Property Protection, Market Research and Product Development.

3rd Place: Intellectual Property Protection, Market Research, and Concept Sketches.

4. PRIZE RESTRICTIONS:

Prizes will be awarded to the top three entries, provided a sufficient number of qualified entries are received. Winners will be notified by phone, mail or email.

5. ELIGIBILITY:

Open to all students attending participating schools. Employees and agents of AbsolutelyNew, and their dependents, are not eligible. This offer is void wherever prohibited and subject to all federal, state and local laws.

6. GENERAL RULES:

By participating, entrants agree to the Official Rules and the decisions of AbsolutelyNew, which shall be final and binding in all respects. Winner will be notified by phone, mail or email. Entry materials become the property of the AbsolutelyNew and will not be acknowledged or returned. Submitted materials are subject to non-disclosure confidentiality (as explained in Section 7 of these Terms and Conditions). Winning participants acknowledge and agree that their entry materials may be reproduced, promoted and publicized by AbsolutelyNew in any way AbsolutelyNew sees fit, after the intellectual property is protected. Participants hereby grant AbsolutelyNew, its licensees, and legal representatives the irrevocable, perpetual, worldwide right to edit the entry materials, distribute, have distributed, publicly and privately display, communicate, transmit, have transmitted, and promote the Contest entry materials (as such may be edited and modified by AbsolutelyNew in its discretion) for editorial, commercial, promotional and all other purposes. Ownership of the invention shall remain with the entrant unless otherwise agreed in writing with AbsolutelyNew. Acceptance of any prize constitutes permission to use Winners' or Finalists' names, likenesses, hometowns, and Winners' photographs and entry submissions or a brief description of Finalists' entry submissions, without further compensation, except where prohibited by law. Potential Finalists may be required to complete and return a PR data sheet prior to final judging in order to be considered for the First, Second or Third Place Prizes. Finalists will be required to execute and return an Affidavit of Eligibility, Assignment of Rights and a Liability/Publicity Release (where legal) and an Exclusive License Agreement (the latter to be held by AbsolutelyNew in escrow) within 7 days of notification attempt or the entry will be void and an alternate Finalist selected, based on the Final Judging Criteria set forth above. Affidavit packages will be mailed via overnight mail with a prepaid overnight return envelope included. No responsibility is assumed for lost, misdirected, illegible, damaged, postage due or late mailed entries. AbsolutelyNew reserves the right, in its sole discretion, to disqualify any individual who tampers, or attempts to tamper, with the entry process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, AbsolutelyNew reserves the right to seek damages from any such person to the fullest extent permitted by law. AbsolutelyNew's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. AbsolutelyNew and each of its officers, directors, agents, and employees shall have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. Winner and entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest.

7. CONFIDENTIALITY AGREEMENT:

For Proprietary Information provided to AbsolutelyNew by entrant on or after the submission date, AbsolutelyNew shall, for a period of two (2) years:

- a. Hold the Proprietary Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information;
- b. Not disclose Proprietary Information to any third parties; and
- c. Use the Proprietary Information only for the purpose recited above.

AbsolutelyNew shall have no confidentiality obligations with respect to Proprietary Information which:

- a. Was previously known to AbsolutelyNew or its affiliates, free of any obligation to keep it confidential;
- b. Is or becomes publicly available, other than by an unauthorized disclosure by AbsolutelyNew;
- c. Is independently developed by AbsolutelyNew, its affiliates or any of their respective clients or customers;
- d. Is disclosed to third parties by entrant without restriction;
- e. Is received from a third party who is under no confidentiality obligation to entrant with respect to such Proprietary Information;
- f. AbsolutelyNew is required by law or court order to disclose;
- g. Is disclosed by AbsolutelyNew pursuant to the terms of a subsequent agreement entered into by and between entrant and AbsolutelyNew; or
- h. Is related to publicizing or promotion of a competition winner's invention, after the invention is protected by Intellectual Property Protection.

8. RELEASE:

By submitting an entry you represent and warrant that: (i) to the best of your knowledge, understanding and belief, the invention neither infringes on any patent, trademark or copyright or any other third-party right nor does it violate any applicable law or regulation, (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary patent, trademark, copyright and other related rights to the invention, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; (iii) AbsolutelyNew shall have the right of first refusal with respect to a license agreement relating to your invention; (iv) the information contained in your entry is accurate, complete and correct and represents your own new, novel invention; (v) you authorize AbsolutelyNew and its representatives to use your name, likeness, hometown and brief description of your invention when contacting the local press; (vi) you will promptly provide to AbsolutelyNew all information reasonably requested by AbsolutelyNew. You waive any right to inspect or approve uses of the invention or to be compensated for any such uses, except as described in Terms and Conditions section 6 above. You further understand and agree that both AbsolutelyNew and its agents are involved in the business of researching and developing many ideas for new products. AbsolutelyNew and its agents may have previously received, or may receive third-party inventions, or AbsolutelyNew may be developing an idea similar or identical to your invention. You agree that participating in the Contest will not in any way limit AbsolutelyNew's or its agents' right to use any such similar invention, as AbsolutelyNew or its agents deem appropriate and you will not have any claim against AbsolutelyNew and/or any of its agents with regard to any such use. By accepting a prize from AbsolutelyNew, you agree that you will not seek to sell or license your invention to any other company within six (6) months after accepting the prize, unless otherwise agreed upon with AbsolutelyNew. You hereby represent and warrant that you have read these rules and understand and are fully familiar with them and that, if necessary, you sought independent legal advice before agreeing to these Terms and Conditions. **PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO AGREE TO THESE TERMS AND CONDITIONS.**

9. WINNERS NAMES

The names of the three winners, along with information about their inventions, will be posted on the AbsolutelyNew.com website no later than 12/15/08.