



Ruckus Nation Judge Agreement

This Ruckus Nation Judge Agreement (this "Agreement") concerns your participation as a Judge in the 2007 Ruckus Nation Competition (the "Competition") sponsored by HopeLab Foundation, Inc. ("HopeLab"). All Ruckus Nation Judges ("Judges") agree to be bound by this Agreement and the Ruckus Nation Official Rules (the "Official Rules"). In consideration for your willingness to be bound by this Agreement and the Official Rules, you are receiving a valuable opportunity to contribute meaningfully to an important project designed to generate and develop innovative ways to improve the physical and mental health and well being of young people.

1. Confidentiality and Nondisclosure. In the course of the Competition, you will be provided with or have access to Confidential Information concerning HopeLab and the Competition. This will include Confidential Information relating to Ruckus Nation contestants ("Entrants") and their submissions ("Entries"). This Agreement is intended, in part, to ensure that you will not disclose any Confidential Information as herein provided or use any Confidential Information for purposes other than your participation as a judge in the Competition (the "Permitted Purpose").

(a) Definition. "Confidential Information" means any information, data, or know-how, including, without limitation, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes, formulas, codes, procedures, techniques, methods, designs, developments, inventions, customer and vendor lists, Entries or identities of Entrants in the Competition, prospect lists, personnel or financial information of HopeLab, and any other information that HopeLab considers and treats as confidential, which is obtained directly or indirectly from HopeLab in any form, including without limitation, documentary, tangible, oral, visual or electronic. Confidential Information also may include, by way of example but without limitation, information pertaining to any aspects of HopeLab's business or proprietary information of HopeLab or its customers or suppliers, whether of a technical nature or otherwise. Confidential Information does not include information, technical data or know-how which you can establish (i) at the time of disclosure, is available to the general public, (ii) at a later date, becomes available to the general public through no fault of your own and then only after such later date, (iii) is received by you at any time from a third party without breach of a non-disclosure or confidentiality obligation to HopeLab, (iv) as shown by proper documentation, is known to you at the time of disclosure, (v) as shown by proper documentation, is developed independently by you, or (vi) is approved for disclosure by prior written permission of an officer of HopeLab.

(b) Nondisclosure and Non-Use of Confidential Information.

(i) During the term of the Competition and after the termination of the Competition, you agree to treat all information and material received from HopeLab, either directly or indirectly, as Confidential Information as defined in Section (a) above, which you shall neither directly or indirectly reproduce nor disclose, transfer, or otherwise make available to any third party unless pre-approved in writing by HopeLab. You also agree not to permit any person other than HopeLab or its authorized representatives to examine or reproduce any documents or other materials that constitute or contain Confidential Information. You further agree not to use the Confidential Information provided to you by HopeLab for any purposes other than the Permitted Purpose. You agree that Confidential Information and all related intellectual property rights embodied therein are, and shall remain at all times, the property of HopeLab.

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(ii) You also agree that you will take reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of HopeLab in order to prevent such Confidential Information from falling into the public domain or the possession of unauthorized persons.

(iii) If you are required by a government body or court of competent jurisdiction to disclose any Confidential Information, you agree to give HopeLab reasonable advance notice so that HopeLab may contest the disclosure or seek a protective order in its sole discretion.

(iv) You acknowledge that neither HopeLab nor any of its directors, officers, agents or employees shall be liable for errors, omissions or inaccuracies of any kind in the Confidential Information. You acknowledge that no warranty of any kind is given regarding the Confidential Information. No oral or written information or advice given by any employee or representative of HopeLab will create a warranty for the Confidential Information, and you may not rely on any such information or advice. The foregoing in no way modifies the retention by HopeLab of all right, title and interest in the Confidential Information.

(c) Disposal of Materials. Upon request you agree to return to HopeLab or destroy in a manner that reasonably maintains confidentiality all documents and other materials in your possession or under your control that constitute or contain Confidential Information or that are owned by HopeLab.

(d) Continuing Nondisclosure and Confidentiality Obligation. The covenants pertaining to confidentiality, nondisclosure and non-use in this Agreement shall remain in full force indefinitely, unless and until HopeLab specifically agrees in writing to release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement.

2. No Rights Granted. Nothing in this Agreement is intended to grant any rights to you under any patent, trade secret, copyright or other intellectual property right of HopeLab, nor shall this Agreement grant you any rights in or to HopeLab's Confidential Information, except the limited right to review such Confidential Information solely for the Permitted Purpose described in Section 1 above.

3. Ownership of Work Product. You acknowledge and agree that all developments and work product that you make or conceive either solely or jointly in performing your work for the Competition and all intellectual property rights embodied therein (collectively, "Work Product") shall be considered to be "work made for hire" and shall be owned exclusively by HopeLab. To the extent that any Work Product does not constitute a "work made for hire" under applicable law or exclusive ownership of any Work Product is not fully and effectively vested in HopeLab, you hereby assign to HopeLab all right, title and interest in such Work Product. You agree to execute such further assignments and take such further actions as may be deemed necessary by HopeLab to effectuate the intent of this paragraph.

4. No Obligation or Employment Relationship. You acknowledge and agree that nothing in this Agreement shall create an employment, agency, or partnership relationship between you and HopeLab. You acknowledge and agree that you have no right to seek, and shall not seek, compensation from HopeLab for any work related to the Competition.

5. Obligation to Know, Understand and Follow Official Rules. You acknowledge and agree that as a Judge, you are bound by the Official Rules. You are obligated to know and understand the Official Rules, and will not do anything that would violate their spirit or letter. Your duty to follow the Official Rules includes, but is not limited to, those Official Rules that pertain to Judges and the Judging of Entries. Accordingly, you agree to abide by, and evaluate Entries in conformity with, the following procedures and rules, which have been excerpted from the Official Rules:



(a) Eligibility (Official Rule 2.7):

2.7 Ruckus Nation Judges and their immediate families and those living in their households are not eligible to enter [the Competition].

(b) Judging of Entries (Official Rules 5.1 – 5.8):

- 5.1. At least ten semifinalists (“Semifinalists”) will be selected from each Ruckus Nation Competition Category, as long as there are ten Eligible Teams in that Competition Category.
- 5.2. At least two winners will be selected from each Ruckus Nation Competition Category (“Ruckus Nation Category Winners”), as long as there are two Eligible Winning Teams in that Ruckus Nation Competition Category.
- 5.3. Semifinalists and Potential Ruckus Nation Category Winners will be selected based on multiple rounds of judging.
- 5.4. First Round:
 - 5.4.1. An initial set of judges will review all of the Entries received by the Submission Deadline. First Round judges may include selected HopeLab staff, advisors, and/or consultants.
 - 5.4.2. Judges will eliminate Entries that do not meet the entry requirements specified in Section 4 [of the Official Rules].
 - 5.4.3. Judges will review the remaining Entries, considering the following judging criteria:
 - (1) Appeals to kids (kids 11 – 14 years old will like the product);
 - (2) Gets kids moving (the product will get kids 11 – 14 years old to be more physically active);
 - (3) Keeps kids moving (the product keeps kids 11 -14 years old physically active);
 - (4) Originality (the idea is bold, fresh, and creative); and
 - (5) Gives kids control (the product allows kids 11 – 14 years old to be in control of its use).
 - 5.4.4. Based on these criteria, judges will determine which Entries should move to the Second Round.
- 5.5. Second Round:
 - 5.5.1. A diverse set of judges with expertise in areas such as physical fitness, product development and design, public health, entertainment, education, and adolescent development, as well as kids in the target age range will be selected to review and score the remaining Entries.
 - 5.5.2. Each judge will compare and score the Entries he or she receives based on the following weighted criteria (see definitions of these criteria in Section 5.4.3 above):
 - (1) Appeals to kids [25 percent weight];
 - (2) Gets kids moving [20 percent weight];
 - (3) Keeps kids moving [20 percent weight];



- (4) Originality [20 percent weight]; and
 - (5) Gives kids control [15 percent weight].
- 5.5.3. Scores from the judges will be tabulated and 10 Eligible Teams in each Ruckus Nation Competition Category will be selected as Semifinalists.
- 5.5.4. HopeLab reserves the right, in its sole discretion, to identify additional Semifinalists.
- 5.5.5. Entrants will be notified that they have been selected as Semifinalists in or around February 2008.
- 5.6. Third Round:
 - 5.6.1. For each Ruckus Nation Competition Category, a select panel of judges with expertise in areas such as physical fitness, product development and design, public health, entertainment, education, and adolescent development will be selected to review the Entries of the Semifinalists.
 - 5.6.2. Judges on each panel will compare and score the Entries of the Semifinalists in their Ruckus Nation Competition Category based on the same weighted criteria as described in Section 5.5.2.
 - 5.6.3. The panel for each Ruckus Nation Competition Category will convene (in person, telephonically, electronically, or through other means) to review the scores of all of the judges and come to consensus on the final ranking of the Semifinalists in that Ruckus Nation Competition Category. The two Semifinalists ranked highest by the panel will be selected as Potential Ruckus Nation Category Winners. In the event that a panel is unable to come to consensus regarding the ranking of the Ruckus Nation Category Semifinalists, HopeLab, in its sole discretion, will make the final determination. HopeLab reserves the right to select additional Potential Ruckus Nation Category Winners from among the Semifinalists.
 - 5.6.4. The Potential Ruckus Nation Category Winners will be contacted in or around February 2008. The Ruckus Nation Category Winners will be publicly announced at the Ruckus Nation Awards Event to occur in or about March 2008.
- 5.7. Grand Prize Winner Selection
 - 5.7.1. All Ruckus Nation Category Winners will be eligible to win the Grand Prize. One Grand Prize winner will be selected from among the Ruckus Nation Category Winners.
 - 5.7.2. A select panel of judges with expertise in areas such as physical fitness, product development and design, public health, entertainment, education, and adolescent development will be selected to review the Entries of the Ruckus Nation Category Winners.
 - 5.7.3. The judges will compare and score the Entries of the Ruckus Nation Category Winners based on the same weighted criteria as described in Section 5.5.2.
 - 5.7.4. The panel will convene (in person, telephonically, electronically, or through other means) at the Ruckus Nation Awards Event to be held in or about March 2008.
 - 5.7.5. In order to be considered for the Grand Prize, one or more of the Team Members of the Ruckus Nation Category Winners will be required to present their Entry to the panel, either in person or through teleconference (or other method as determined solely by HopeLab), and answer any questions from the panel related their Entry. If no Team



member is able to participate and present their Entry to the panel, that Ruckus Nation Category Winner may not be eligible for the Grand Prize.

5.7.6. The panel will then review the scores of all of the judges and what they heard during the presentations from the Ruckus Nation Category Winners and will come to consensus on the Grand Prize Winner. In the event that a panel is unable to come to consensus, HopeLab, in its sole discretion, will make the final determination on the selection of the Grand Prize winner.

5.7.7. The Grand Prize winner will be announced at the conclusion of the Ruckus Nation Awards Event.

5.8. Judges' scoring decisions are final. HopeLab's (and its designees') selections of the Semifinalists, Ruckus Nation Category Winners and Grand Prize Winner are final.

6. Indemnity. You agree to indemnify HopeLab, its respective directors, officers, employees, agents and representatives against all costs, fees, expenses and liabilities associated with any material breach of this Agreement or the Official Rules, or any grossly negligent, reckless or willful violation of any local, state or federal law in conjunction with your participation in the Competition.

7. Ongoing Obligations. Your foregoing obligations and this Agreement shall survive indefinitely, regardless of termination of your work for the Competition by you or the termination the Competition by HopeLab.

8. Miscellaneous.

(a) Governing Law. Your and HopeLab's rights and obligations under this Agreement and the Official Rules shall be governed by and construed under the laws of the State of California, United States of America, without giving effect to any choice of law rule that would result in the application of the laws of any jurisdiction other than the internal laws of the State of California to this Agreement.

(b) Jurisdiction. The federal and state courts within the County of San Mateo in the State of California shall be the exclusive venue and shall have the exclusive jurisdiction to adjudicate (1) any dispute as to the enforceability of the Arbitration provision included below, and (2) in the event that a court of competent jurisdiction determines that the Arbitration provision is not binding on the parties, any dispute arising out of this Agreement or the Official Rules.

(c) Arbitration. In the event that either party to this Agreement claims the other party has breached or violated any part of this Agreement, including the provisions of this Agreement describing your obligation to know, understand and follow the Official Rules, the claim shall be resolved via binding arbitration through Judicial and Mediation Services ("JAMS") in its San Francisco office. The arbitration shall be conducted pursuant to JAMS rules and policies for binding arbitration, including selection of an arbitrator, and the prevailing party shall be entitled to recover damages and other relief to the same extent allowed had an action for breach or violation of this Agreement been brought in state or federal court in California. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending the claim, as determined by the arbitrator.

(d) Remedies. You agree that your obligations hereunder are necessary and reasonable in order to protect HopeLab, and expressly agree that monetary damages would be inadequate to compensate HopeLab for any breach of any covenant or agreement set forth herein. Accordingly, you agree and acknowledge that any such violation or threatened violation will cause irreparable injury to HopeLab and that, in addition to any other remedies that may be available, in law, in equity or otherwise,



HopeLab shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting any bond.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of you and HopeLab, and either party's successors and assigns. This Agreement may not be assigned or transferred (by operation of law or otherwise) by you without HopeLab's prior written consent.

(f) No Waiver. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

(g) Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a legal, valid and enforceable provision that most nearly reflects the intent of the parties in entering into this Agreement.

(h) Entire Agreement. This Agreement and the Official Rules constitute the entire understanding and agreement among you and HopeLab, and supersedes any and all prior or contemporaneous oral or written communications, with respect to the subject matter hereof.

(i) Amendment and Execution. This Agreement shall not be amended other than in writing signed by HopeLab and you. By clicking on the box below, you have indicated your acceptance of this Agreement which shall constitute effective execution and delivery of this Agreement by you.