

The R MOTHER AWARDS
OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA.

VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. NO PURCHASE OR DONATION NECESSARY. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. ELIGIBILITY: *The R Mother Awards* is a random drawing sweepstakes (the "Sweepstakes") and is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age and older, who are physically located and reside in the United States or District of Columbia at the time of entry ("Eligible Participant"). Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses) and their respective household members, of Powered by Professionals, Karma411 and Sponsor's advertising and promotion agencies are not eligible to enter. Sweepstakes is subject to all federal, state and local laws. U.S. law governs this Sweepstakes.

3. SWEEPSTAKES TIMING/DESCRIPTION: The Sweepstakes begins at 12:00:00 AM Eastern Time (ET) on February 3, 2010 and ends 11:59:59 PM ET on May 2, 2010 (the "Promotion Period"). One (1) Grand Prize and Five (5) First Prizes will be awarded in a random drawing from among all eligible entries received during the Promotion Period.

4. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes: 1) Eligible Participants who wish to nominate an outstanding mom who exemplifies the passion and care that the R Mother Awards represent must go to www.rbabyrunwalk.org and follow the directions to create a fundraising team in her name and honor. The mom nominated could be any mother including your mom, a family member who is a mom, a mom friend or a mom at work, who is a legal resident of the US, 18 years of age or older. Once you have created a fundraising team in the nominated mom's name, the nominated mom will receive one (1) entry in the **First Prize Drawing**. The nominated mom for your fundraising team will receive additional entries each time your fundraising team raises a designated amount of funds. See Additional Entry Chart below.

Additional Entry Chart

Funds Raised by Fundraising Team	Additional Entries in First Prize Drawing
\$500	1
\$1,000	2
\$2,000	3
\$3,000	4
\$5,000	4
\$10,000	4

Grand Prize Drawing: When a fundraising team raises \$5,000, the nominated mom will receive one (1) entry in the Grand Prize Drawing; and if a fundraising team raises \$10,000, the nominated mom will receive one (1) additional entry in the Grand Prize Drawing. Entries

must be received by May 2, 2010 in order to be eligible. Limit nineteen (19) entries received in the First Prize drawing and limit two (2) entries received in the Grand Prize drawing per nominated mom via this method. **2) ALTERNATE METHOD OF ENTRY:** If you do not wish to create a fundraising team, but wish to nominate an outstanding mom for entry in the Sweepstakes, hand print your name, address, city, state, ZIP code, date of birth, email address (optional), daytime telephone number and the name of the mom you are nominating on a 3" X 5" card, and mail it, in an envelope with postage affixed, to: The R Mother Awards Sweepstakes, c/o Powered by Professionals, 1375 Broadway, 3rd Floor, New York, NY 10018. Mail-in entries must be postmarked by May 3, 2010 in order to be eligible. Enter as often as you wish. Each mail-in entry received will be entered in both the Grand Prize & First Prize random drawings. **Limit one entry per outer envelope.** Entrants may enter the Sweepstakes by using one of the entry methods described in these rules. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Judges'/Sponsor's sole discretion. Proof of mailing or emailing does not constitute proof of delivery. Entries become the property of the Sponsor and will not be acknowledged or returned. Judges'/Sponsor's decisions are final on all matters relating to this Sweepstakes. If a dispute results as to the identity of an online entrant, it will be determined that the online entry was submitted by the authorized account holder of the email address from which the entry is made. For these purposes, the authorized account holder is the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address. The promotional Website's database clock will be the official timekeeping device for the Sweepstakes.

5. DETERMINATION OF WINNERS: Potential winners will be selected in a random drawing on or about May 6, 2010 from among all eligible entries received. The random drawing will be conducted by Powered By Professionals, an independent judging organization. Judges' decisions are final on matters relating to this Sweepstakes. Potential winners will be notified by electronic mail and/or overnight or U.S. mail and/or telephone on or about May 6, 2010. Potential winners will be required to sign an affidavit of eligibility/liability release and where legal, a publicity release, and Federal and State tax release, and return these documents, properly executed, with 48 hours via fax and within 7 days via U.S. Mail of issuance of notification. Non-compliance within this time frame, or if prize or prize notification is returned as undeliverable, will result in the entrant being disqualified, and the prize will be awarded to a potential alternate winner, time permitting. Allow 6-8 weeks for delivery of prize. Odds of winning depend upon the number of eligible entries received. Limit one prize per person/email address. All claimed prizes will be awarded.

6. PRIZES: One (1) Grand Prize: An 8-day, 7-night trip for the winner and one (1) guest to Whistler, British Columbia including round-trip, coach class air transportation from a major Gateway airport nearest the winner's home and double-occupancy lodging accommodations. Approximate Retail Value (ARV): \$5,000. Trip prize must be taken by May 1, 2011 or prize will be forfeited. Actual value of trip prize depends upon the city of departure, time of travel, any airfare fluctuations and on current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value if any, will not be awarded. See "Travel Restrictions" section below for further information. **Five (5) First Prizes:** 1) A Weekend at the Ocean Club in Bahamas - 2-night stay including one room (double occupancy). ARV: \$1,000; 2) Equinox - Spa Day Package including massage, facial, body treatment,

manicure/pedicure. ARV: \$500; 3) CBS Radio - VIP Concert Tickets (two) with Backstage Access, Meet & Greet with Performer - concert, performer and ticket location to be determined by the Sponsor. All terms & conditions related to concert tickets apply. ARV: \$500; 4) A Weekend Stay in Napa Valley - including 2-night lodging accommodations (double occupancy). ARV: \$1,000; 5) A Weekend Stay in Aspen, CO - including 2-night lodging accommodations (double occupancy). ARV: \$1,000. Total ARV of all prizes: \$9,000. All taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the winner. Prize may not be transferred, substituted or redeemed for cash, except at the Judges'/Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if advertised prize is unavailable at the time the prize is awarded. All prizes claimed will be awarded. If winner is deemed a minor in his/her state or place of residence, prize will be awarded in the name of a parent or legal guardian. Prizes are awarded "as is" and any and all guarantees and warranties on merchandise prizes are subject to the manufacturers' terms and conditions, and winners agree to look solely to such manufacturers for any such warranty or guarantee claim.

Travel Restrictions

If a travel guest is a resident of a jurisdiction that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the winner. Winner, guest or parent or legal guardian of minor guest must sign travel release prior to traveling. Trip is subject to air/hotel availability and confirmation of reservations; certain travel restrictions and blackout dates may apply. The trip may not be combined with any other offer. Airline and flight times to be selected by air supplier at its sole discretion. One or more stopovers may be required on air transportation. Winner and guest must travel together at the same time on the same itinerary. Air transportation, if applicable, and hotel accommodations must be taken together and cannot be taken separately. All travel arrangements must be made through Sponsor's agent on a carrier of Sponsor's choice. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. Winner must confirm available travel dates and flight times selected by the Sponsor at least three (3) weeks prior to travel dates. No extension or change of trip dates permitted. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in winner's possession, or in the possession of winner's guest. If the winner lives within 100 miles of prize destination city, the air transportation portion of the prize will not be awarded and ground transportation will be substituted and no additional compensation will be provided. Winner and guest must possess valid ID and are solely responsible for obtaining all necessary and required travel documents (passport, etc.) in order to travel. Sponsor, its parent company, affiliates, subsidiaries, divisions, Powered By Professionals, Karma411, Advertising and Promotion Agencies and their respective employees, officers, directors, agents, representatives and shareholders (collectively, the "Sweepstakes Entities") shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sweepstakes Entities shall not be liable for any loss or damage to baggage. All airline tickets issued in conjunction with prize are not eligible for frequent flyer miles, and no code-share flights may be used. Prize components cannot be used in conjunction with any other promotion or offer, and no portion may be separated except at Sponsor's sole discretion. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional

restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Costs for room and tax only based on one room with double occupancy; meals, telephone calls and other incidentals are not included.

7. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Judges will collect information from the entrant solely for the purpose of administering the Sweepstakes and to notify the winner. Judges will not share this information with any third parties, except as necessary for the administration of the Sweepstakes, unless Eligible Participant has agreed to receive future information from the Sponsor. Sponsor's use of information submitted by entrants in connection with this Sweepstakes will be subject to the terms and conditions stated in these Official Rules as well as to the Sponsor's Privacy Policy. All materials submitted in connection with the Sweepstakes become the property of Sponsor and will not be returned. By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants agree to abide by the terms of these Official Rules and the decisions of the Judges, which are final, and waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of New York.

8. LIMITATION OF LIABILITY: ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, DIVISIONS, POWERED BY PROFESSIONALS, KARMA411, ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THE SWEEPSTAKES OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. ELIGIBLE PARTICIPANTS AGREE THAT RELEASEES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES OR THE PRIZE AWARDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, garbled, damaged, stolen or misdirected submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, inability to submit an entry, or fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry

information, whether caused by Releasees, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Eligible Participant's ability to participate in the Sweepstakes. Releasees are not responsible for late, lost, incomplete, illegible, damaged, postage-due or misdirected entries or mail. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of the Sweepstakes at any time without notice, if in the Judges'/Sponsor's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if any virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Sweepstakes or for any other reason in their sole discretion. In such event, Judges'/Sponsor may void any entries they suspect are at issue and award the prize from among all non-suspect eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Judges'/Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. Judges'/Sponsor reserve the right to disqualify any entrant who violates the rules or interferes with the Sweepstakes in any manner. If an entrant is disqualified, Judges'/Sponsor reserve the right to terminate such entrant's eligibility to participate in the Sweepstakes. Any attempt by an individual to access any website associated with the Sweepstakes via a bot script or other brute force attack or any other unauthorized means will result in that individual's IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

9. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Judges'/Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York), or any other jurisdiction, which would cause the application of the laws of any jurisdiction other than the State of New York.

10. WINNERS' LIST: For the names of the winners, available after May 15, 2010, mail a self-addressed, stamped envelope by May 15, 2010 to: The R Mother Awards Sweepstakes Winners, c/o Powered By Professionals, 1375 Broadway, 3rd Floor, New York, NY 10018.

11. SPONSOR: The Sponsor of this Sweepstakes is R Baby Foundation, PO Box 604, Short Hills, New Jersey 07078